

**Improved Staffing Levels from Armor,
Assignment of a Contract Manager
with Clinical Expertise along with Contract
Revisions Would Improve Inmate
Medical Services**

August 2018

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Audit Services Division

Milwaukee County

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August 17, 2018

To the Honorable Chairman
of the Board of Supervisors
of the County of Milwaukee

We have completed an audit, *Improved Staffing Levels from Armor, Assignment of a Contract Manager with Clinical Expertise along with Contract Revisions Would Improve Inmate Medical Services*.

Responses from the House of Correction (HOC) and the Office of the Sheriff are attached as **Exhibits 4 and 5**. Armor Correctional Services, Inc. was provided a copy of the report and given the opportunity to submit a written response. We did not receive a response from Armor prior to our submission deadline.

We appreciate the cooperation extended by management and staff of the Milwaukee County House of Correction and the Office of the Sheriff along with Armor Correctional Health Services, Inc. during the course of this audit.

Our report describes how during a 22 month review period Armor never achieved the minimum overall staffing level of 95% to avoid withholds from its payments from Milwaukee County. Staffing levels in five areas including key positions of Registered Nurse and Psychiatric staffing were lower than the overall average. We found that the contract contains at times unclear language and could be strengthened to require additional requirements of Armor such as requiring a staffing plan, deployment information by facility and additional information submitted with invoices. In addition, we found that having a contract manager with clinical expertise would improve areas of medical service provision including: invoice review, peer review, accreditation and various staffing issues. We made 18 recommendations that we believe will help Milwaukee County improve its medical service provision to inmates housed at its facilities.

Please refer this report to the Committee on Finance and Audit.

Jennifer L. Folliard
Director of Audits

JLF/cah

Attachment

cc: Scott B. Manske, CPA, Milwaukee County Comptroller
Milwaukee County Board of Supervisors
Chris Abele, Milwaukee County Executive
Teig Whaley-Smith, Director, Department of Administrative Services
Michael Hafemann, Superintendent, House of Correction
Acting Sheriff Richard Schmidt, Office of the Sheriff
Kelly Bablitch, Chief of Staff, Milwaukee County Board Staff
Steve Cady, Research & Policy Director, Office of the Comptroller
Janelle Jensen, Legislative Services Division Manager, Office of the Milwaukee County Clerk
Kerri Mitchell, Director, Department of Human Resources



Improved Staffing Levels from Armor, Assignment of a Contract Manager with Clinical Expertise along with Contract Revisions Would Improve Inmate Medical Services

ASD HIGHLIGHTS

Why We Did This Audit

Under the direction of the Comptroller and in response to a request from the Chairman of the Milwaukee County Board of Supervisors, ASD conducted an audit of Milwaukee County's contract with an outside vendor, Armor Correctional Health Services, Inc. to assess compliance with contract provisions related to the quality of inmate health services. The audit was primarily focused on compliance with the 2017 Armor contract with Milwaukee County.

What We Recommended

ASD made 18 recommendations that, if implemented, will improve the contract and compliance with contract provisions. HOC management agreed to all of the concerns listed in our recommendations. Key recommendations include:

- *HOC management should examine whether existing contract penalties and withholds are adequate due to Armor never achieving minimum staffing levels during the review period.*
- *The HOC should explore hiring a contract manager with clinical expertise or contract out for management of the contract to lead to better enforcement of contract provisions and medical expertise on staff at the HOC.*
- *Suggested contract modifications include:*
 - *Require staffing plans and deployment by facility*
 - *Clarify the Peer Review requirement*
 - *Define Continuation of Care guidelines*
 - *Standardize the audit clause*
 - *Explore a required minimum staffing level in the booking area*
 - *Clarify the Formulary language*
 - *Require Armor to report paid time off and overtime on invoices*
 - *Require Armor to submit segregated invoices for Pharmacy and Specialty Services*
 - *HOC management should perform spot checks on Armor invoices and periodically review check signers and signatures.*

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BACKGROUND

Milwaukee County has a Jail operated by the Sheriff and a House of Correction operated by a Superintendent which housed a combined average of 2,123 inmates in 2017. All housed inmates are provided with medical care. In 2001, under court order, the County was to improve medical services provided to inmates. The current responsibility for the provision of medical care is via a contract with Armor Correctional Health Services, Inc. Armor began providing inmate medical services in May of 2013.

In 2017, the total cost to run the Jail and the HOC was \$80.9 million of which the County paid Armor \$16.0 million or 19.7% of the total cost for the facilities.

It should be noted that the HOC is tasked with monitoring the contract which provides services at two facilities, one of which is not under their control and to which HOC staff only have access at the discretion of the Sheriff.

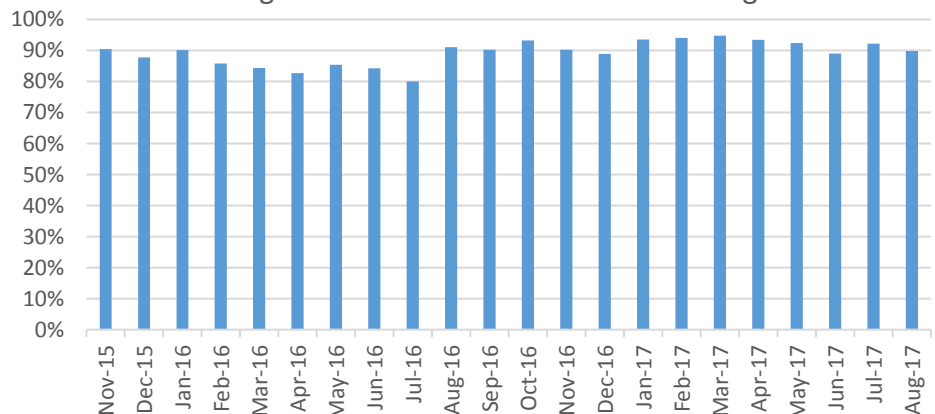
OVERALL OBJECTIVE

The objective of the audit was to assess the outside medical services provider's compliance with the contract to provide inmate health services at the two County facilities.

WHAT WE FOUND

- Armor failed to meet the minimum staffing level for all months reviewed and increased its reliance on agency staffing. Armor had an overall staffing level of 89% during the review period of November of 2015 to August of 2017. The graph below displays the monthly staffing levels.
- Staffing levels in five areas including key positions of Registered Nurse and Psychiatric staff were lower than the overall average.
- The current contract does not require Armor to track deployment of staff by facility. Armor was unable to provide this information and considers Milwaukee County one site. The facilities are over 15 miles apart. Since 2013, the average Inmate population at the Jail increased by 44 inmates while the HOC decreased by 288 inmates.
- Revisions to the contract and a contract manager with clinical expertise are needed to improve the following areas of medical service provisions: the formulary, the grievance process, invoice review, accreditation, staffing levels by facility, peer review, booking area staffing and processing times, quality assurance and Wi-Fi issues in the Jail.
- Additional contract clarifications are needed to require Armor to submit segregated invoices that include the reporting of time off and overtime. HOC staff does not currently perform spot checks on Armor invoices versus Armor timesheets.

Staffing Levels for Armor Nov. of 2015 to Aug. of 2017



Improved Staffing Levels from Armor, Assignment of a Contract Manager with Clinical Expertise Along with Contract Revisions Would Improve Inmate Medical Services

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Summary

The Milwaukee County adult criminal justice system includes two facilities – the Jail with bed capacity of 936 located in downtown Milwaukee, WI and the House of Correction (HOC) with bed capacity of 1,766 located in Franklin, WI. The facilities are over 15 miles apart. Currently the Jail is operated by the Sheriff of Milwaukee County who is an independently elected constitutional officer while the HOC is operated by the Superintendent who reports to the elected County Executive. Both facilities are operated 24 hours a day, 7 days a week.

Every inmate while housed with Milwaukee County is to receive necessary medical care. In March 1996, Milton Christensen, who was then confined in the Milwaukee County Jail, filed a pro se, handwritten petition for a writ of prohibition seeking relief from what he described as dangerous conditions within the Jail. Ultimately, the parties resolved their differences and in March 2001, entered into a forty-eight page settlement agreement (referred to by the parties and the trial court as a Consent Decree). The Consent Decree has a court appointed medical court monitor who typically visits the Jail twice a year and issues a written report of findings including any recommendations for improvements to the quality of medical care. The County continues to work to be in full compliance with the Medical Services portion of the Consent Decree by continuing to implement recommendations found in the Consent Decree Medical Monitor's reports.

Currently, the responsibility for medical care is under the direction of the HOC for both facilities. The HOC is tasked with monitoring a contract that provides services at two facilities, one of which is not under their control and to which HOC staff only have access at the discretion of the Sheriff. The HOC utilizes a contract with a private vendor, Armor Correctional Health Services, Inc. (Armor). Armor has been the medical contractor since May of 2013. The contract with Armor is to manage the delivery of reasonable necessary health care including medical, dental and mental health services to individuals once cleared for admittance by medical staff and physically booked into one of the facilities. In 2017, the County paid Armor \$16.0 million to provide medical services. That amount was 19.7% of the total cost to run the Jail and the HOC in 2017.

Under the direction of the Milwaukee County Comptroller in response to a request from the Chairman of the Milwaukee County Board of Supervisors, Audit Services Division conducted an audit of Milwaukee County's contract with an outside vendor, Armor Correctional Health Services, Inc. to assess compliance with contract provisions related to the quality of inmate health services. The audit

was primarily focused on compliance with the 2017 Armor contract with Milwaukee County which is attached as Exhibit 2.

Armor's Staffing levels continue to be under 95% of the staffing plan and contract requirements do not require reporting of each facility's staffing levels.

Exhibit A of the 2017 Armor contract established minimum staffing levels by position with a total of 128.8 full time equivalent (FTE) staff positions required. Armor uses full time employees, agency employees and Per Diem (pool) employees to meet the staffing threshold. Agency employees are non-Armor employees who work for an outside agency that Armor hires to fulfill necessary hours. Per Diem (pool) employees are hourly employees of Armor that are either part-time or not permanently assigned to the HOC or the Jail. Per Section 3.2 of the contract Armor's paid staffing hours include paid time off for their employees.

Audit conducted a review of invoices from November 2015 through August 2017 and found that Armor never met the 95% threshold for full payment for staffing according to Exhibit A during the review period. Audit's review included full time Armor employee hours, pool employee hours, agency employee hours and paid time off hours in its threshold hours calculation.

The Consent Decree Medical Monitor has expressed concerns with the use of both pool and agency employees to obtain minimum staffing levels, and calculates vacancy rates in his reports based upon full time Armor employees only. He has stated that there are negative impacts on quality when pool and agency staff are utilized in large numbers. Audit did not conduct an analysis to determine the impact on care while using pool or agency staff.

Armor's total paid work hours increased from 19,342 hours in November of 2015 to 20,868 hours in August of 2017. It was also noted that the use of agency hours increased from 518 hours or 2.7% of total hours paid in November of 2015 to 3,700 hours or 17.7% of total hours paid in August of 2017. Full-time Armor and pool staff hours actually decreased during that time period by 1,656 hours. In addition in February of 2017, 83% of total paid hours for Licensed Practical Nurses were agency hours.

While total Armor staffing levels averaged 89% over the time period of Audit's review, there were specific categories of positions that were consistently at a lower staffing level. Total staffing level includes full-time, agency, pool and paid time off hours. There are five position titles that fall below the average staffing level of 89% - Psychologist, Chief Psychiatrist/Psychiatrist, Advanced Registered

Nurse Practitioner (ARNP), Psychiatric ARNP and Registered Nurse (RN). RNs at 83% and the Mental Health personnel at 85% had the lowest staffing levels from November of 2015 to August of 2017.

Section 10.1(a) of the contract calls for a base payment to Armor based upon an average daily inmate population between 2,300 and 2,600. Exhibit A of the contract does not contain a staffing plan by facility (Jail or HOC) nor by task which would allow for better monitoring of the service provision of Armor by Milwaukee County. Audit was unable to obtain from Armor information on how they deployed staff by facility. It is unclear based upon the invoices and staffing reports provided by Armor to Milwaukee County, whether Armor's staffing deployment is dynamic in response to inmate population shifts both as an overall change to inmate population but also changes within each facilities' inmate population. Requiring a staffing plan by location and deployment and function would allow for monitoring of Armor's response to inmate population trends by facility. The inmate population has decreased by 244 inmates from 2013 to 2017. The number of inmates housed at the Jail has increased 44 from 894 in 2013 to 938 in 2017, while the number of inmates housed at the HOC has decreased 288 from 1,473 in 2013 to 1,185 in 2017.

The HOC should explore the retention of a contract manager with clinical expertise to ensure compliance with all contract requirements and allow for a detailed continuous review of the provision of care at both facilities.

Onsite visits by Audit conducted during two days of shadowing Armor personnel resulted in observations that require additional review. Audit staff followed the delivery of medications (MedPass) once at the Jail and once at the HOC. MedPass at the Jail resulted in numerous observations, however, an in-depth analysis is required to determine if the behavior was systemic to the organization or limited to the Armor staff who was shadowed. A contract manager with clinical expertise could perform this task. While the Audit staff who conducted the tours do not possess a medical background, the observations noted were administrative and included:

- Failure to speak to inmates who refused to appear to take their medicine as required by Armor policies and procedures.
- Failure to record the results of testing of blood pressure and blood glucose performed on non-scheduled inmates.
- Signing of refusal of treatment forms without all information recorded by both Armor staff and Correctional Officers.
- Failure to perform checks on inmates to ensure they swallowed their medications.

Section 12.26 calls for an annual peer review to be conducted and paid for by Armor. During the course of an interview with HOC management staff, it was stated that the lack of medical expertise of HOC staff led to a reliance on the Consent Decree Medical Monitor's reports and Jail Inspection reports. The Superintendent also said that he considered the current Consent Decree Medical Monitor's reports to fulfill the peer review obligation of the contract. Milwaukee County has paid for all of the Consent Decree Medical Monitor's expenses during Armor's contract period.

The Medical Services Contract would benefit from revisions to clarify responsibility and expectation of Armor and its provision of services.

Milwaukee County contracts typically include an audit clause whereby contractors must allow the Audit Services Division access to all records and employees who work in any capacity to support services provided under the agreement for the duration of the contract and for a set time after the contract has concluded. While the contract with Armor did include language allowing Audit to access records, the standard audit clause was modified to say that such records would be produced "all at cost to Milwaukee County, unless such request is unreasonable, in which case Armor shall provide a cost to comply." Going forward, we believe the County is best served when audit access is required, without limitation, of all entities who choose to do business with the County and that the contract should be modified to reflect this.

The inmate booking process at the Jail consists of two separate medical evaluations. A new process was implemented in late 2017 to early 2018 by Armor to help alleviate delays in the intake process along with a corrective action plan. Jail staff indicated as of January 2018 there has been no noticeable improvement with the new Intake process. The Consent Decree limits the number of inmates staying in "booking-open waiting" to 110 at the midnight count and to 30 hours to be processed out of the Booking Area. This is an area of the contract that could be modified to require a mandatory staffing level.

Grievance data collected by Milwaukee County and Armor do not reconcile, which results in a lack of a reliable method to utilize grievances as a measurable indicator of the inmate's satisfaction with medical care. Audit also found there was inconsistent adherence to the procedure defined in the contract for grievances. Audit requested data on the recorded or logged medical grievances and complaints that are documented in the two systems (Armor and Milwaukee County). The most common medical grievance based upon the data provided by Armor was inmates' complaints regarding co-pays for medical services at the facilities. While co-pays are charged by Milwaukee County, Armor does not set the rate for the inmate. The Jail charges a fee of \$20.00 per visit while

the HOC charges \$7.50 per visit. Each facility sets the rates that they charge. Inmates are charged via the inmate's trust accounts which are managed by Milwaukee County. Armor is not involved in the determination of the amount of co-pays.

Requiring Armor to submit segregated invoices for pharmacy, specialty services and general medical services would enhance tracking of services rendered and payments. Additional review of invoices by a contract manager with clinical expertise, along with spot checking of invoices, is recommended.

Audit reviewed 22 months of invoices and the review showed that apart from a few minor calculation errors, Average Daily Inmate population calculations and staffing withholds were appropriately applied according to the contract. The HOC withheld \$1,628,001 from Armor during the 22 month period that Audit reviewed. However, at the time of the audit no system was being used by HOC management to spot check the staffing and hours reported by Armor to be paid via the use of time sheets or another source. The staffing matrix was not reviewed by a programmatic HOC staff member who could provide a review based upon knowledge within the secure portion of the facility of staffing levels. Some of the invoices submitted by Armor failed to display itemized paid time off by individual or overtime which prevent the ability to verify that the invoices are accurate even if timesheets had been requested and tested. The data submitted by Armor with the invoices was not consistent over the review period.

According to the United States Governmental Accountability Office Standards for Internal Control, segregation of duties is required so one individual does not control all key aspects of a transaction or event to reduce the risk of error or fraud. During our review of HOC invoices, we noted an internal control weakness over the authorization of payments to Armor due to a lack of segregation of duties. The check request was prepared by the Manager who then had a subordinate sign as the "approval signer" of the check request. Because the "preparer" oversees the work of the "approver" this process does not adequately separate the duties. The HOC was notified during the course of the Audit and made adjustments to rectify.

In addition, pharmacy and specialty services invoices were at times blended with the general invoice for medical services. Section 1.11 and 1.5 of the contract establish dollar thresholds for the payments of both pharmacy and specialty services and the blending of the invoices makes it difficult to track expenses in these areas.

Conclusion

During the course of the audit there were a number of areas that raised the importance of having a staff member at the HOC who has clinical expertise solely dedicated to the monitoring of the contract and Armor's performance. These items include:

- The formulary
- The grievance process
- Invoice review
- Staffing levels by facility and by task in addition to an overall staffing plan
- Peer Review
- Wi-Fi issues in the Jail
- Accreditation from the National Commission on Correctional Health Care
- Booking area staffing and processing times
- Quality Assurance

Improved staffing levels from Armor, assignment of a contract manager with clinical expertise along with contract revisions would improve inmate medical services at the Jail and HOC.

Background

The Milwaukee County adult criminal justice system includes two facilities – the Jail located in downtown Milwaukee, WI and the House of Correction (HOC) located in Franklin, WI which are over 15 miles apart. Currently the Jail is operated by the Sheriff of Milwaukee County who is an independently elected constitutional officer while the HOC is operated by the Superintendent who reports to the elected County Executive. Both facilities are operated 24 hours a day, 7 days a week.

The Jail is a secure detention facility with a rated bed capacity of 936. The Jail holds accused felons and misdemeanants until they are released on a pretrial basis or are adjudicated and a small number of sentenced offenders awaiting transfer or hearings on new charges. The HOC receives and maintains custody of all sentenced inmates in Milwaukee County committed by authorized courts for periods not exceeding one year per conviction and from other jurisdictions as authorized by Milwaukee County Ordinance 20.02. The HOC has a rated bed capacity of 1,766. Under Section 302.315 of the Wisconsin State Statutes, the HOC is permitted, but not required, to receive and maintain custody of pretrial prisoners from the Jail at the request of the Sheriff.

Every inmate while housed with Milwaukee County is to receive necessary medical care per State Statute 302.336(2) and the Wisconsin Department of Corrections (DOC) Administrative Code, Chapter 350 including an initial medical screening of all inmates. The responsibility for the provision of medical care currently falls to the HOC for both facilities under a contract with Armor Correctional Health Services, Inc. (Armor). Armor has been the medical contractor since May of 2013. The HOC is responsible for the entire cost of the contract for inmate medical and mental health services and per County Board File No. 12-987, does not charge the Sheriff for the Jail portion of inmate medical costs. The HOC staff has access to the Jail at the discretion of the Sheriff even though the HOC has oversight of all medical care provided at the Jail. In 2017, the County paid Armor \$16.0 million to provide medical services. That amount was 19.7% of the total cost to run the Jail and the HOC as shown in Table 1. The total 2017 cost for the Jail and the HOC was \$80.9 million.

Table 1
2017 Actual Expenses for Jail & HOC (Includes Transportation)

<u>Cost Area</u>	<u>Amount</u>	<u>Percentage</u>
Staffing	\$46,039,339	56.9%
Medical Contract with Armor	15,967,021	19.7%
Internal Service Charges such as Risk, IT & Fleet	6,150,476	7.6%
Laundry, Printshop, Law Enforcement Supplies & Other Costs	4,116,016	5.1%
Facility Costs – HOC ¹	3,166,299	4.0%
Food Services	3,020,303	3.7%
Transportation	2,409,738	3.0%
Total Costs	\$80,869,192	100.0%

¹ The Jail is a part of the Courthouse Complex whose facility costs are budgeted centrally in the Facilities Management's budget.

Source: Audit created table based upon data from Advantage (Milwaukee County's Financial System).

Medical Unit Background

In March 1996, Milton Christensen, who was then confined in the Milwaukee County Jail, filed a pro se, handwritten petition for a writ of prohibition seeking relief from what he described as dangerous conditions within the Jail. Shortly thereafter, the Legal Aid Society of Milwaukee, Inc. began representing Christensen, and in July 1996, filed a class action complaint on behalf of "all persons who are now or in the future will be confined in the Milwaukee County Jail," alleging constitutional violations by the defendants based upon the conditions maintained in the Jail. Ultimately, the parties resolved their differences and in March 2001, entered into a forty-eight page settlement agreement (referred to by the parties and the trial court as a Consent Decree). The Consent Decree was approved by the trial court in May 2001, and became an order of the court. The Consent Decree is divided into two parts. One part deals with the medical services provided to inmates and the other deals with population management at the Jail. This report pertains only to the medical services portion of the Consent Decree.

The Consent Decree has a court appointed medical court monitor who typically visits the Jail twice a year and issues a written report of findings including any recommendations for improvements to the quality of medical care. The County continues to work to be in full compliance with the Medical Services portion of the Consent Decree by continuing to implement recommendations found in the Consent Decree Medical Monitor's reports.

Since 2013, oversight for medical care is provided by HOC administrative staff for services at both facilities and on May 11, 2013, a contract was entered into with Armor pursuant to an order of the

Milwaukee County Circuit Court. The contract with Armor is to manage the delivery of reasonable necessary health care including medical, dental and mental health services to individuals once cleared for admittance by medical staff and physically booked into one of the facilities. The contract excludes individuals not housed at the facility such as home detention inmates that are electronically monitored. Armor has continued to hold the contract since 2013.

Under the direction of the Milwaukee County Comptroller in response to a request from the Chairman of the Milwaukee County Board of Supervisors, Audit Services Division conducted an audit of Milwaukee County's contract with an outside vendor to assess compliance with contract provisions related to the quality of inmate health services. The audit is primarily focused on compliance with the 2017 Armor contract with Milwaukee County.

The ability to audit clause contained in the 2017 contract is not consistent with standard County policy for auditing of records. However, Armor, Jail and HOC management staff were very cooperative with Audit staff during the course of the audit.

It should be noted that the HOC is tasked with monitoring a contract that provides services at two facilities, one of which is not under their control and to which HOC staff only have access at the discretion of the Sheriff.

Section 1: Armor’s staffing levels continue to be under 95% of the staffing plan and the contract does not require reporting of each facility’s staffing levels.

Armor showed some improvement in staffing levels during the review period, however, Armor never achieved the 95% minimum staffing threshold for full payment and a review of staffing hours revealed an increase in reliance on agency staffing.

Exhibit A of the 2017 Armor contract established minimum staffing levels by position and Section 3.2 allows for payment withholds when Armor falls below 95% of the staffing requirement. Exhibit A is listed in Table 2. There is a total of 128.8 full time equivalents (FTE) staff positions required. Armor uses full time employees, agency employees and Per Diem (pool) employees to meet the staffing threshold. Agency employees are non-Armor employees who work for an outside agency that Armor hires to fulfill necessary hours. Per Diem (pool) employees are hourly employees of Armor that are either part-time or not permanently assigned to the HOC or the Jail. Per Section 3.2 of the contract Armor’s paid staffing hours include paid time off for its employees.

<u>Position</u>	<u>Armor FTE’s</u>	<u>Position</u>	<u>Armor FTE’s</u>
Health Services Administrator	1.0	Administrative Assistant	2.0
Medical Director	1.0	Medical Records Supervisor	1.0
Physician	1.5	Medical Records Clerk	5.6
Advanced Registered Nurse Practitioner (ARNP)	10.0	Chief Psychiatrist	1.0
Director of Nursing	2.0	Psychiatrist	0.2
Assistant Director of Nursing	0.0	Psych ARNP	4.0
Registered Nurse (RN) - Quality Assurance	1.0	Director of Mental Health	1.0
RN-Infection Control	1.0	Psychologist	1.0
RN-Staff Development	2.0	PSW-Supervisor	2.0
RN-Supervisor	6.5	Psychiatric Social Worker (PSW)	10.0
Registered Nurse (RN)	31.0	Case Management	3.0
Licensed Practical Nurse (LPN)	26.0	RN-Mental Health	2.0
Certified Medical Assistant (CMA)	6.0	Dentist	1.0
Unit Clerk	5.0	Dental Assistant	1.0
		Total	128.8

Source: Armor’s 2017 contract.

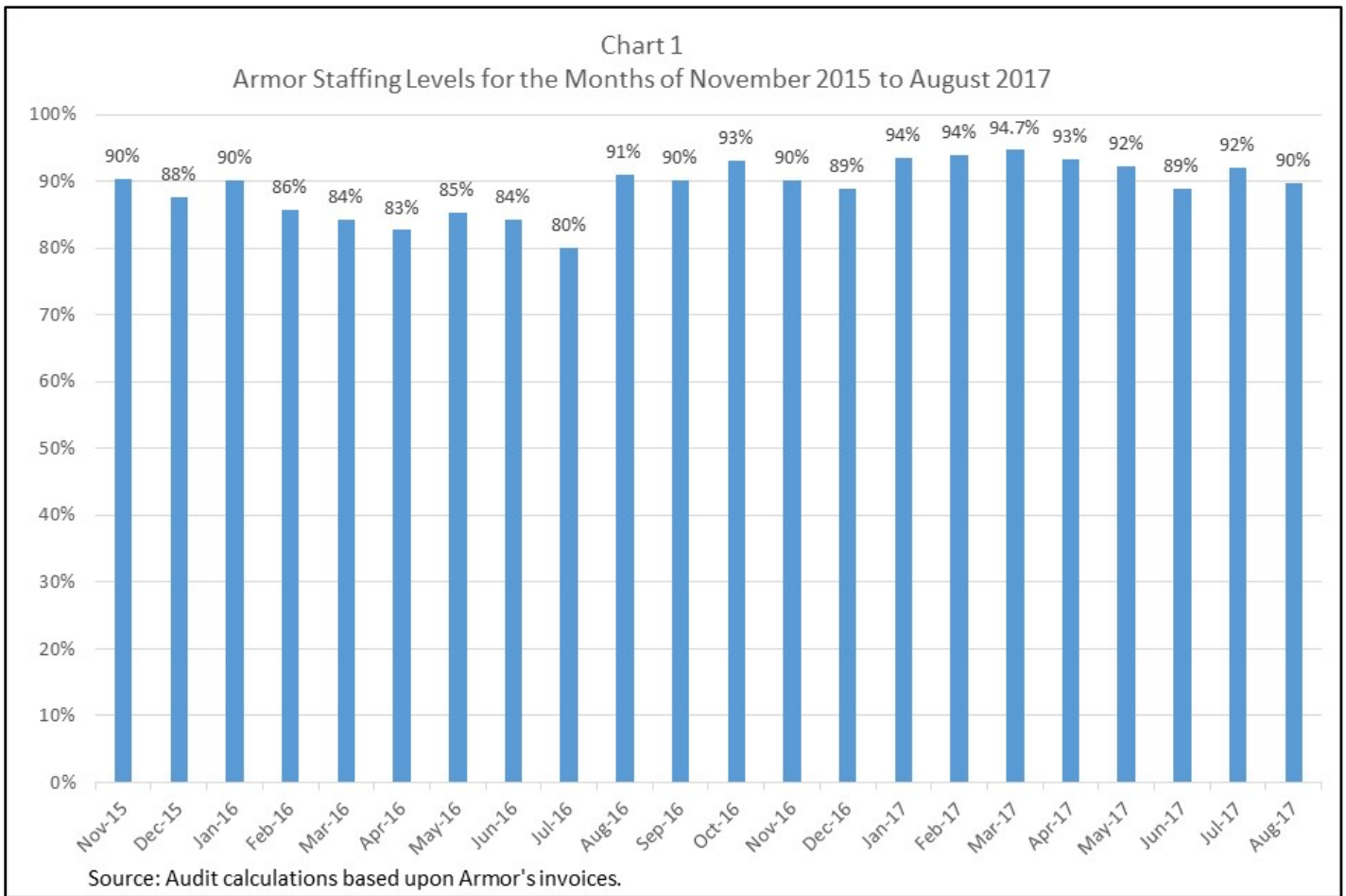
Armor never met the 95% threshold for full payment for staffing according to Exhibit A during the review period.

Audit conducted a review of invoices from November 2015 through August 2017 and found that Armor never met the 95% threshold for full payment for staffing according to Exhibit A during the review period. Audit’s review included full time Armor employee hours, pool employee hours, agency employee hours and paid time off hours in its threshold hours calculation. In addition, hours were included where an employee of a higher classification, such as a Psychiatric Social Worker Supervisor, performed work at a lower classification as a Psychiatric Social Worker, to fill a vacancy. Table 3 and Chart 1 detail the staffing level attained by month during the review period. Nationally there is a shortage of health care workers especially RNs and working in a correctional field as an RN has a very low level of retention.

**Table 3
Armor Total Staffing Levels for the Months of
November 2015 – August 2017**

<u>Month</u>	<u>Staff %</u>	<u>Month</u>	<u>Staff %</u>	<u>Month</u>	<u>Staff %</u>
November 2015	90.4%	June 2016	84.3%	January 2017	93.6%
December 2015	87.7%	July 2016	80.0%	February 2017	94.0%
January 2016	90.1%	August 2016	91.1%	March 2017	94.7%
February 2016	85.7%	September 2016	90.2%	April 2017	93.4%
March 2016	84.3%	October 2016	93.2%	May 2017	92.3%
April 2016	82.7%	November 2016	90.2%	June 2017	88.9%
May 2016	85.4%	December 2016	88.9%	July 2017	92.1%
				August 2017	89.8%

Source: Audit calculations based upon Armor’s invoices.



Audit Services Division recommends the following:

1. *Since Armor never achieved minimum staffing levels during the 22 month period reviewed by Audit, HOC management should examine whether or not additional staffing withholds and penalties should be included in future contracts.*

Armor increased its reliance on agency staffing over the 22 month period that was reviewed.

The Consent Decree Medical Monitor has expressed concerns with the use of both pool and agency employees to obtain minimum staffing levels and calculates vacancy rates based upon full time Armor employees only. The magnitude of the impact upon the vacancy rate can be illustrated in the October 2017 report where the Consent Decree Medical Monitor includes the Registered Nurse (RN) vacancy levels in his reviews based upon full time permanent Armor employees which is 50.0%. The monitor does discuss that

with the inclusion of agency and pool hours the vacancy rate would be only 5.0%. However, he also reiterates that he has previously noted that there are negative impacts on quality when pool and agency staff are utilized in large numbers. Audit did not conduct an analysis to determine the impact on care while using pool or agency staff.

The use of agency hours increased from 518 hours or 2.7% of total hours paid in November of 2015 to 3,700 hours or 17.7% of total hours paid in August of 2017.

Armor's total paid work hours increased from 19,342 hours in November of 2015 to 20,868 hours in August of 2017. It was also noted that the use of agency hours increased from 518 hours or 2.7% of total hours paid in November of 2015 to 3,700 hours or 17.7% of total hours paid in August of 2017. Table 4 displays this data and demonstrates that full-time Armor and pool staff hours actually decreased during that time period by 1,656 hours. In addition, in February of 2017 out of total Licensed Practical Nurses paid hours of 4,160, 83% or 3,441 were agency hours. Section 3.2 of Armor's contract does not contain language prohibiting or allowing pool and agency hours.

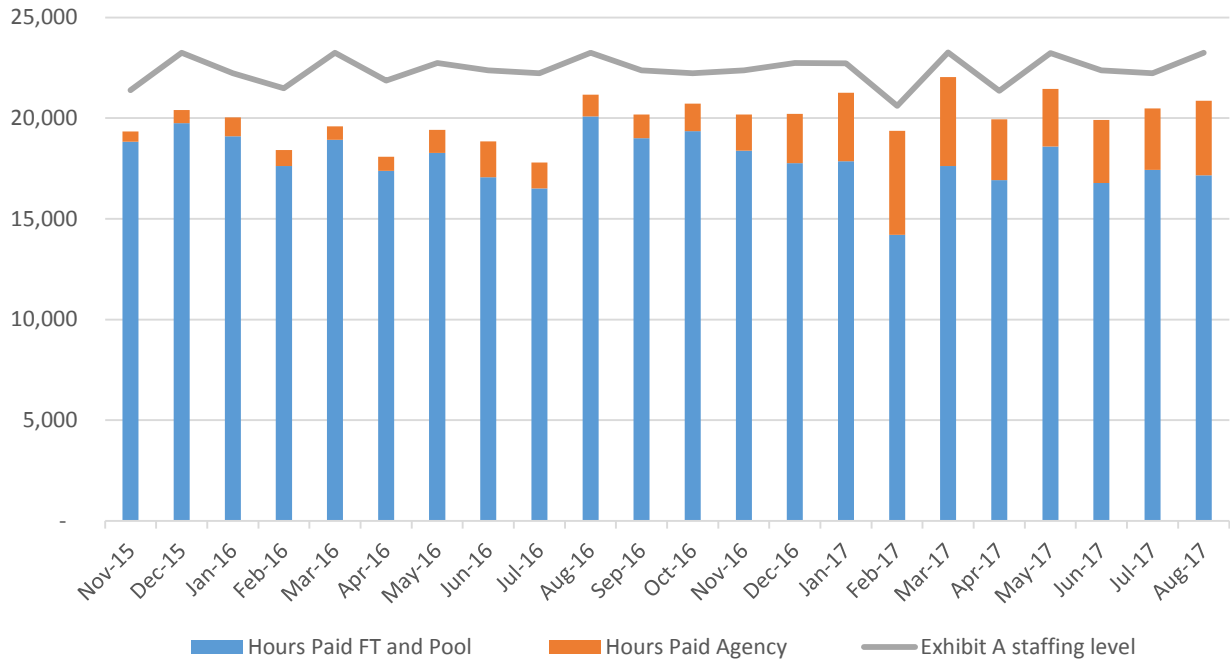
Chart 2 contains the monthly detail of the split of the hours paid by full time and pool staff versus agency staff for the 22 months reviewed by Audit staff.

Table 4
Change in Percentage of Hours Paid by Agency Staff for
November 2015 and August 2017

<u>Month</u>	<u>Total Hours Paid</u>	<u>Full Time & Pool Hours</u>	<u>Agency Hours</u>	<u>Agency Hours % of Total Hours Paid</u>
November 2015	19,342	18,824	518	2.7%
August 2017	20,868	17,168	3,700	17.7%
Change	1,526	(1,656)	3,182	15.0%

Source: Audit created table based upon Armor's invoices.

Chart 2
Split of Hours Paid by Full-Time & Pool and Agency
For the Period of November 2015 to August 2017



Source: Audit created table based upon Armor invoices. Monthly required hours vary based upon days within a month, weekends in a month and holidays.

Audit Services Division recommends the following:

2. *An analysis should be conducted to assess the impact, if any, on quality of care while using pool or agency staff. If needed, HOC management should add language to future contracts to limit the use of agency and pool staffing to provide a higher quality of care for inmates as asserted by the Consent Decree Medical Monitor.*

Armor's overall staffing level average was 89% while RN staffing levels were 83% and Psychiatric staffing levels were 85%. Armor has shown success with recruitment of new staff however, retention issues remain.

While total Armor's staffing levels averaged 89% over the time period of Audit's review, there were specific categories of positions that were consistently at a lower staffing level. Total staffing level includes full-time, agency, pool and paid time off hours. Armor never achieved 100% of the Exhibit A staffing plan even with agency and pool staff. Armor has made good faith efforts to recruit staff including salary adjustments and other benefits in an attempt to attract new employees in a competitive market. Armor continues to have retention issues while finding some success in hiring and adding agency and pool hours as noted above. Table 5 details, by position grouping, the staffing levels from November 2015 to August 2017. The table is included to isolate positions that had lower staffing levels that may be masked by the contract-wide average.

While total Armor's staffing levels averaged 89% over the time period of Audit's review, there were specific categories of positions that were consistently at a lower staffing level.

There are five position titles that fall below the average staffing level of 89% - Psychologist, Chief Psychiatrist/Psychiatrist, Advanced Registered Nurse Practitioner, Psychiatric ARNP and RN. RNs and the Mental Health personnel had the lowest staffing levels from November of 2015 to August of 2017. RNs comprise the largest group of staff positions with 37.0 FTEs required in the Exhibit A staffing plan. A staffing rate of 83% leads to an average of six vacant RN positions over the duration of the period analyzed.

**Table 5
Total Hours Paid (FT, Pool, Agency & Paid Time Off) by
Position from November 2015 – August 2017**

<u>Position Title</u>	<u>FTEs</u>	<u>Hours Required</u>	<u>Hours Paid</u>	<u>Percent Paid*</u>
Psychologist	1.0	3,816	2,047	54%
Chief Psychiatrist/Psychiatrist	1.2	4,582	2,892	63%
Advanced Registered Nurse Practitioner (ARNP)	10.0	38,164	25,806	68%
Psych ARNP	4.0	15,328	11,800	77%
Registered Nurse (RN)	37.0	141,824	118,210	83%
Physician	1.5	5,742	5,103	89%
RN-Supervisor	12.0	45,984	42,118	92%
Psychiatric Social Worker (PSW)/PSW Supervisor	6.5	24,728	22,831	92%
Director of Nursing	2.0	7,632	7,188	94%
Director of Mental Health Services	1.0	3,816	3,627	95%
Medical Director	1.0	3,816	3,651	96%
Unit Clerk	5.0	19,160	18,519	97%
Administrative Assistant	2.0	7,632	7,385	97%
Dentist/Dental Assistant	2.0	7,632	7,473	98%
Health Services Administrator	1.0	3,816	3,742	98%
Licensed Practical Nurse	26.0	99,494	98,136	99%
Certified Medical Assistant	6.0	22,992	22,684	99%
Case Management	3.0	11,496	11,375	99%
Medical Records	6.6	25,204	25,184	100%
Total	128.8	492,858	439,771	89%

* Footnote: Rounded to the nearest percentage.

Source: Audit created table based upon Armor staffing reports.

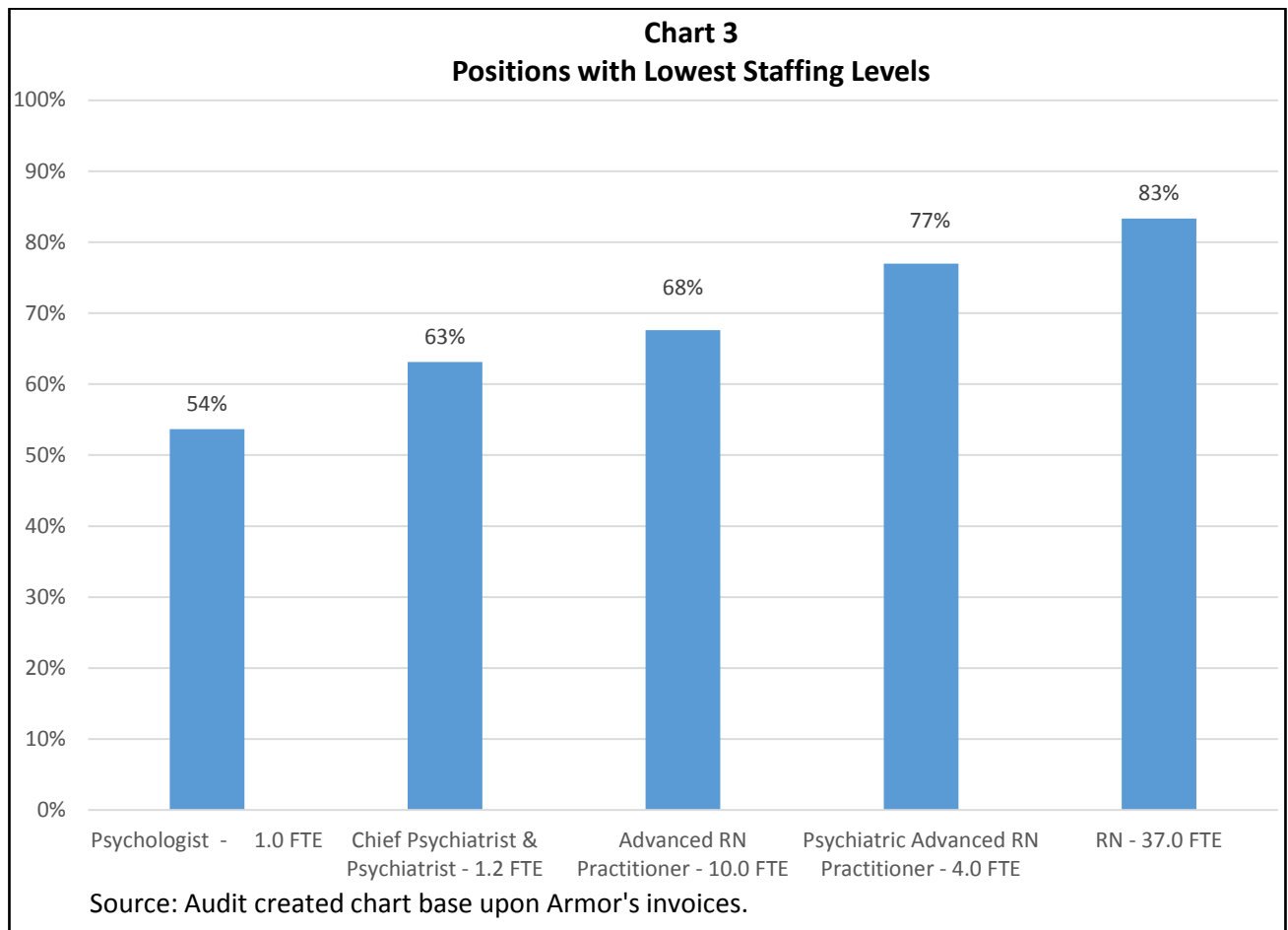
Audit staff found Armor blended title codes with similar pay rates into one line on invoices submitted to the HOC. For example, while Exhibit A calls for 1.0 FTE Chief Psychiatrist and 0.2 FTE Psychiatrist, the August 2016 invoice on staffing hours lists the Chief Psychiatrist as 0.00 FTE and the Psychiatrist as 1.20 FTE. In addition, RN positions on Exhibit A that are specialized were grouped together on the invoice. As a result, our findings contain blended staffing levels for these positions since true vacancies by position based on Exhibit A could not be determined. The documentation provided at Audit's request from HOC management indicated these positions were blended on invoices due to an identical rate of pay. The HOC did provide emails from the Consent Decree Medical Monitor approving other staffing deviations from Exhibit A at times but did not provide documentation approving this

blending. While HOC management indicated a systematic process of review of monthly invoices for staffing deviations there were no written policies and procedures provided.

Audit Services Division recommends the following:

3. *The HOC should formalize in writing policies and procedures for Armor to follow to document when it is acceptable to substitute positions for Exhibit A in invoicing and what notifications and approvals from the HOC are required in order to do so.*

Chart 3 displays the five positions with the lowest staffing levels.



Section 3.2 of the contract establishes that when the overall staffing level for a month falls below 95% of the required staffing level, Milwaukee County can withhold a portion of the payment to Armor. The withholds are calculated for each FTE category below the 95%

of Exhibit A and the average hourly rate is multiplied by the hours below 95%. Effectively the withhold for Armor is equivalent to salary costs that were avoided. The HOC withheld \$1,628,001 from Armor during the 22 month period that Audit reviewed.

The 2017 contract added language to Section 3.2 that stated if Armor staffing levels fall below 95% for three consecutive months, then there will be an additional penalty enhancer of \$10,000 per month inclusive of those three months for a total maximum annual penalty of \$120,000. Invoices from the end of the first and second quarters of 2017 showed that the additional penalty was charged to Armor. Audit's review of invoices concluded prior to the end of the third quarter of 2017.

Audit Services Division recommends the following:

4. *A cost analysis should be conducted by HOC Management of the cost of filling positions versus the penalties allowed in the current contract and if needed additional penalties should be added to the contract to encourage Armor to attain staffing levels in excess of 95% on a consistent basis.*

Section 3.2 of Armor's contract does not contain language prohibiting or allowing pool and agency hours, but does state, "it is not the intent of this provision for Armor to consistently have fewer employees working over 100% of a position's full time hours in order to get to a staffing equivalency of at least 95% FTE hours overall." The clause appears to speak to not consistently using excessive overtime to achieve the staffing levels.

Audit selected four months of invoices to review for potential use of excessive overtime. The Armor invoices for December 2015 and August 2017 included overtime hours. The Armor invoices for August 2016 and November 2016 did not include overtime hours as a separate category. Audit derived the overtime hours for those months by calculating the amount of hours required by FTE for each

position. Any hours paid to staff in excess of the hours required were calculated as overtime hours in Table 6 below.

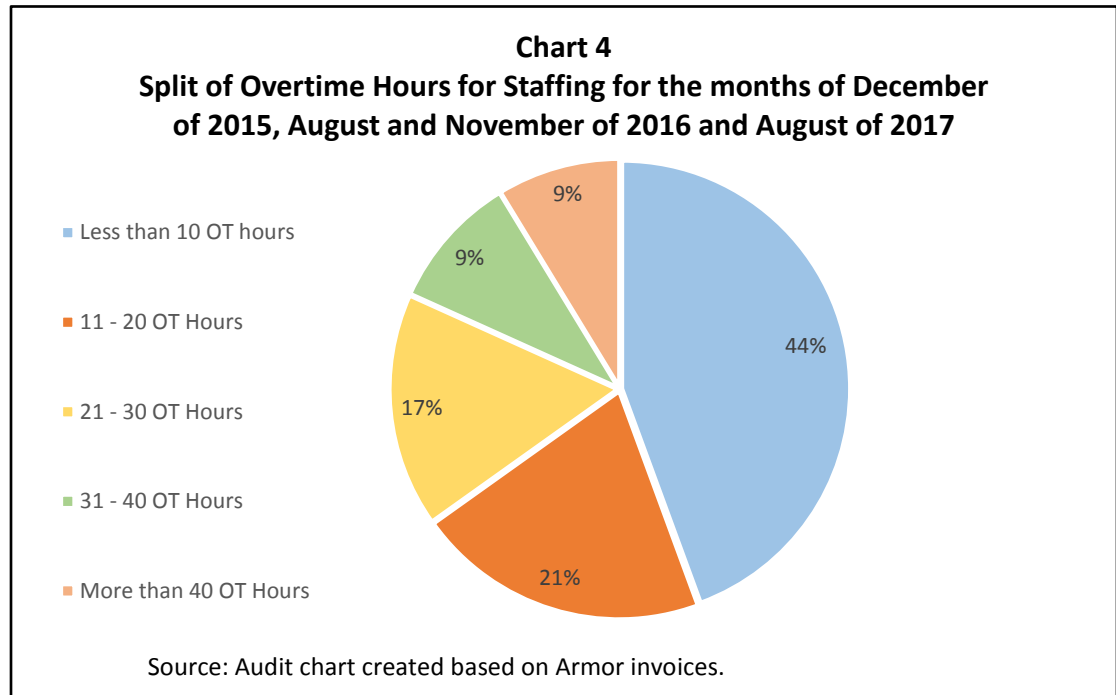
Table 6
Overtime (OT) Hours Data for Staff who Worked OT in
December of 2015, August & November of 2016 & August 2017

<u>Month</u>	<u>OT Hours</u>	<u>OT Hours as Percent of Hours Paid</u>	<u>Number of Staff who Worked OT</u>	<u>Monthly Average of OT Hours/Staff</u>
December 2015	1,063	5%	59	18.0
August 2016	879	4%	51	17.2
November 2016	1,208	6%	62	19.5
August 2017	1,288	6%	69	18.7

Source: Audit table created based on Armor invoices.

Staff working in excess of 40 hours in a month was 9% of all staff who worked overtime.

Chart 4 shows the breakdown of the percentage of staff who worked various categories of overtime hours in our sample. Just under half of all overtime hours worked by staff were 10 hours or less per month for the months reviewed. Staff working in excess of 40 hours in a month was 9% of all staff who worked overtime. The largest overtime reported was 136 hours by one RN in the month of August 2017.



The existing provisions of the contract do not contain staffing plans by location or function which results in the staffing level at each facility remaining unknown under current contract provisions.

The contract does not contain a staffing plan by facility (Jail or HOC).

Exhibit A of the contract does not contain a staffing plan by facility (Jail or HOC) nor by task which would allow for better monitoring of service provision by Milwaukee County. Audit was unable to obtain from Armor information on how they deployed staff by facility. At the time the Consent Decree was executed, a schedule of potential staffing was included in the attachments to the court documents as Exhibit D that listed not only the staff required at each facility (including a shift relief factor) but also which task it was intended for the staff to be assigned. Audit recreated Exhibit D as Table 7 detailing the envisioned staff by task and by facility. The listing from the attachments to the Consent Decree did not include the following staffing: Psychiatric, Dental or high level Administrative positions. While the 2017 contract calls for a staffing of 128.8 FTEs including the previously noted positions, the Consent Decree called for 112.2 FTEs.

Table 7				
Exhibit D from the Christensen Consent Decree				
Title	Location	Task	FTE by Task	FTE by Title
Supervisor	Jail		6.52	13.04
	HOC		6.52	
Nurse Practitioner	Jail	Booking	6.52	12.6
	Jail	Women's Health	1.16	
	Jail	Family practice	1.16	
	HOC	Women's Health	0.50	
	HOC	Family practice	3.26	
RN II	Jail	Charge	4.89	15.04
	Jail	Mental Health	1.63	
	Jail	Nurse Educator	1.00	
	HOC	Charge	4.89	
	HOC	Mental Health	1.63	
RN I	HOC	Nurse Educator	1.00	35.61
	Jail	Booking	9.78	
	Jail	Triage/sick call	3.26	
	Jail	Infirmary	4.89	
	Jail	Chronic Care	1.16	
	Jail	Physicals	1.16	
	HOC	Triage/sick call	6.52	
	HOC	Infirmary	4.89	
	HOC	Chronic Care	1.16	
HOC	Physicals	2.79		
LPN	Jail	Medications	9.78	22.82
	HOC	Medications	13.04	
Medical Assistants	Jail	TB program	3.26	6.52
	HOC	TB program	3.26	
Administrative Assistant	Jail		3.26	6.52
	HOC		3.26	
TOTAL			112.15	112.15
Source: Audit created based on Christensen Consent Decree Court File Documents.				

The total inmate population housed at the Jail has increased 44 from 894 in 2013 to 938 in 2017 while the total inmate population housed at the HOC has decreased 288 from 1,473 to 2013 to 1,185 in 2017.

Section 10.1(a) of the contract calls for a base payment to Armor based upon an average daily inmate population between 2,300 and 2,600. Table 8 shows that the system inmate population has decreased by 244 from 2,367 inmates in 2013 to 2,123 in 2017. Perhaps of more importance, however, it also shows that the total inmate population housed at the Jail has increased 44 from 894 in 2013 to 938 in 2017 while the total inmate population housed at the HOC has decreased 288 from 1,473 in 2013 to 1,185 in 2017.

Section 10.1(a) notes that increased payments will result when the inmate population exceeds 2,700 which does not match the inmate population band listed earlier in that section. The 2018 contract established a not to exceed inmate population number of 2,400 inmates which corrected this discrepancy.

Table 8
Total Average Daily Housed Inmate Population (ADP)
For the Years 2013 – 2017

<u>Facility</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>Change</u> <u>'13-17'</u>
Jail ADP	894	945	950	938	938	44
HOC ADP	1,473	1,176	1,272	1,206	1,185	(288)
Total Housed Inmate ADP	2,367	2,121	2,222	2,144	2,123	(244)
Percent at Jail of Total ADP	37.8%	44.6%	42.8%	43.8%	44.2%	6.4%

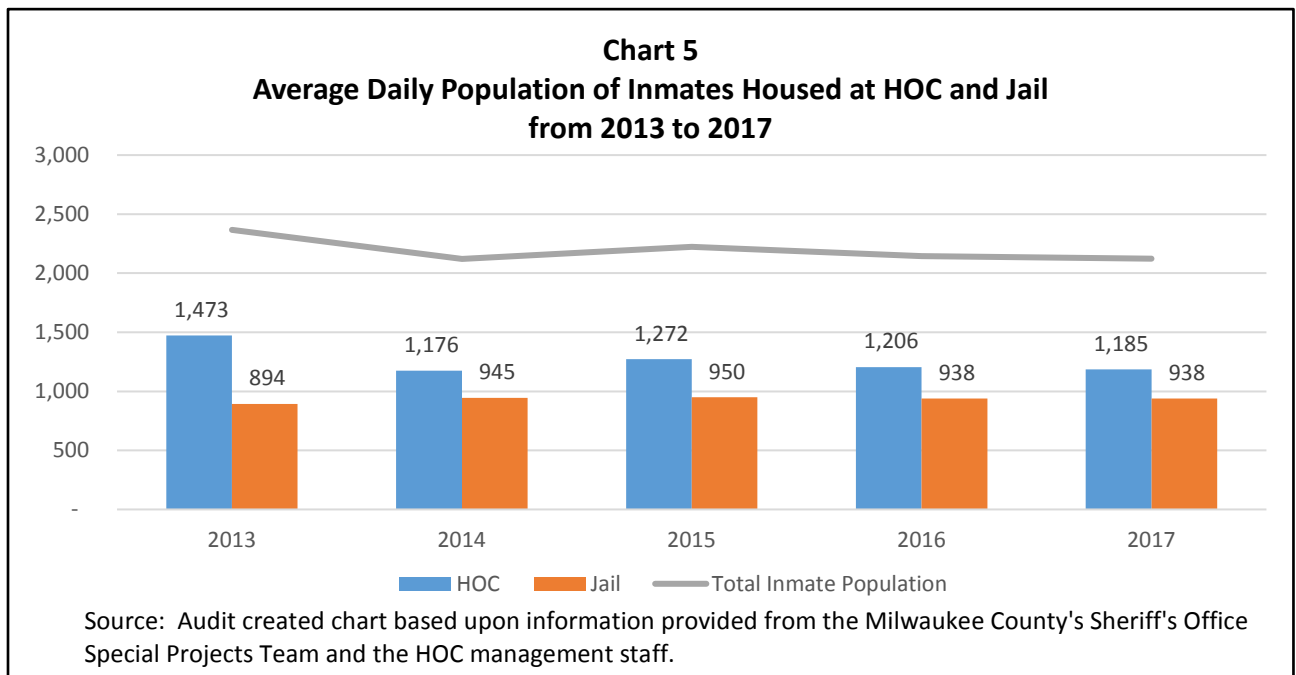
Source: Audit created table based upon information provided from the Milwaukee County's Sheriff's Office Special Projects Team and the HOC management staff.

It is unclear based upon the invoices and staffing reports provided by Armor to Milwaukee County whether Armor's staffing deployment is dynamic to inmate population shifts both as an overall change to inmate population but also changes within each facilities' inmate population. Again, requiring a staffing plan and deployment by location and function would allow for monitoring of Armor's response to inmate population trends by facility. The HOC and the Jail are 15 miles apart from one another. Providing invoices with staffing hours at each facility would enhance monitoring by the HOC of medical staff deployment.

According to Armor personnel, Armor considers Milwaukee County as one facility and does not distinguish location of actual staff hours paid between the two facilities but Armor indicated they do deploy staff as needed. The HOC should explore requiring future contractors to use a labor distribution system to track deployment of staff. The lack of data from the facilities also denies Milwaukee County the information regarding if increased vacancies are occurring at one facility versus the other. Anecdotally, Armor

personnel interviewed stated that the HOC is a more desirable place to work and that it is easier to find staff to hire for placement at the HOC. Due to the lack of information provided, Audit was unable to quantitatively verify this assertion.

Section 3.1 of the contract does allow for the HOC to renegotiate the contract if inmate population numbers are outside the range in the contract, however, this clause is based upon the total inmate population in the system and not the inmate population within each facility. HOC management indicated in an interview that they had not sought to renegotiate the contract with Armor even though the inmate population had declined since 2013. Chart 5 displays the change in inmate population since 2013.



Audit Services Division recommends the following:

5. *The HOC should explore including in future contracts a staffing plan by facility and task to assist in the monitoring of the provision of medical services at each facility. The inmate population threshold provided in the Contract should be examined for possible delineation by facility of minimum staffing which allows for additional monitoring and dynamic staffing decisions by both Armor and the HOC. Having the staffing levels of each position and task and the staffing levels for each facility would assist in the monitoring.*

Section 2: The HOC should explore the retention of a contract manager with clinical expertise to ensure compliance with all contract requirements and allow for a detailed continuous review of the provision of care at both facilities.

A record review conducted of Armor by an independent health care consultant found the records documented were in compliance with the contract requirements. During our onsite visits we observed situations that require additional review and monitoring which could be accomplished by the hiring of a contract manager with clinical expertise.

A record review conducted of Armor by an independent health care consultant found the electronic medical records documented were in compliance with the contract requirements.

Audit contracted with an independent health care consultant to conduct a review of the provision of medical care based upon a statistical random sample. The independent health care consultant's report was limited to a retrospective review of electronic medical records of services provided to inmates, and did not include any direct observations or interviews with inmates, Armor employees or County employees beyond an initial tour and introductory meeting. All findings and conclusions are based solely on the information recorded in the health records. The report concluded:

Based on the foregoing, it appears that inmates are receiving appropriate care in compliance with the Requirements. Due to the limitations of the methodology, this conclusion may be drawn only at the highest level and, for that reason, abstracts are often followed by a sample case review. In this instance, however, there is no evidence to suggest that such a case review is necessary but, as with assessments, there are opportunities for improvement and those have been included throughout this report.

In addition to a review of medical records, the independent health care consultant reviewed Armor's Policies and Procedures in comparison to the National Commission on Correctional Health Care (NCCHC) standards and found Armor's Policies and Procedures conform to standards of the NCCHC. A copy of the consultant's full report is attached as Exhibit 3.

It should be noted that, the Milwaukee County District Attorney's Office has filed a criminal complaint alleging the intentional falsification of health care records by Armor Correctional Health Services, Inc. The independent health care consultant's review of medical records is based upon the assumption that the information in the medical record accurately reflects the provision of medical care. The independent health care consultant did find that, "100% of records reviewed indicated appropriate and timely medications were offered or received. When inmates refused medication, the most frequent deficiencies in documentation were illegibility and missing information."

Onsite visits by Audit conducted during two days of shadowing Armor personnel resulted in observations that require additional review and monitoring.

Onsite visits by Audit conducted during two days of shadowing Armor personnel resulted in observations that require additional review and monitoring. Audit staff followed the delivery of medications (MedPass) once at the Jail and once at the HOC. Medications are distributed via a portable medical cart with a laptop attached as shown in Image 1. The MedPass at the HOC did not result in a need for additional review.

MedPass at the Jail resulted in numerous observations, however, an in-depth analysis is required to determine if the behavior was systemic to the organization or limited to the Armor staff who was shadowed. While the Audit staff who conducted the tours do not possess a medical background the observations noted were administrative and related in part to the processing of the refusal of treatment form which is shown in Image 2. The observations led Audit to conclude that a contract manager with clinical expertise could perform spot checks to attempt to determine if the behavior was systemic.

Image 1

Picture of Med Cart used for MedPass



Source: Stock photo provided by Jail Management Staff.

Image 2 is a copy of the refusal form used by Armor during MedPass.

Armor Correctional Health Services, Inc.
REFUSAL OF TREATMENT

I, _____ have, on this day knowing that I have a condition requiring medical care, refused the treatment(s) as indicated below:

<input type="checkbox"/> A. Accucheck	<input type="checkbox"/> I. Outside medical appointment
<input type="checkbox"/> B. Behavioral health services	<input type="checkbox"/> J. Pelvic exam
<input type="checkbox"/> C. Blood pressure check	<input type="checkbox"/> K. Physical assessment
<input type="checkbox"/> D. Chronic Care Clinic	<input type="checkbox"/> L. Rectal exam
<input type="checkbox"/> E. Dental care	<input type="checkbox"/> M. Sick call
<input type="checkbox"/> F. Diagnostic tests	<input type="checkbox"/> N. X-ray services
<input type="checkbox"/> G. Laboratory services	<input type="checkbox"/> O. Other: _____
<input type="checkbox"/> H. Medication (List): _____ _____ _____	

Reason for Refusal:

Potential Consequences Explained:

I acknowledge that I have been fully informed of and understand the above treatment recommendations and the risks involved in refusing them. I hereby release and agree to hold harmless Armor Correctional Services, Inc., the correctional facility, all correctional personnel, doctors, nurses and health care personnel from all responsibility and any ill effects which may result from this refusal and I shall personally assume responsibility of my welfare.

I have read this form and certify that I understand its contents.

_____ Patient Signature	_____ Witness Signature
_____ Time Date	_____ *Witness Signature
	_____ Time Date

*Note: A refusal by the Inmate to sign requires the signatures of at least one witness in addition to that of the medical staff member.

PATIENT NAME:	NO:	D.O.B.	SEX:	LOCATION:

Armor:PT-040 (Rev. 10/2007)

Source: Armor form provided by LPN to Audit during Med Pass tour.

Image 3

Photo of a Pod at Milwaukee County Jail



Source: Stock photo provided by Jail Management Staff.

During MedPass at the Jail two inmates refused to leave their cells on the second floor of the pod to come to the med cart for their medications. (Image 3 is a photo of the two floor style of pod within the Jail.) The MedPass Licensed Practical Nurse (LPN) did not leave the cart to speak with either inmate. Armor staff is required, as noted in its Employee Orientation Guide, to request the reason for and consequences of refusal to an inmate and indicate on the refusal of treatment form that this occurred. The refusal of treatment form contains a signature line for the inmate acknowledging receipt of information from Armor staff. The LPN did not attempt to obtain the inmates' signatures.

Audit staff were shown refusal of treatment forms by the LPN which did not document which medications were refused nor why. In addition inmate names were also missing from some of the refusal of treatment forms. The LPN indicated that the missing information would be added during charting. Audit did not observe the charting process. If an inmate refuses to sign the refusal of treatment form a Correctional Officer may sign instead at the time of refusal. The

LPN showed audit staff refusal of treatment forms that were signed by Correctional Officers without all information being filled out.

Out of 25 inmates that were scheduled to receive medication during the Med Pass, five inmates were not checked by Armor staff or Correctional Officers for the checking of medicine. Checking for checking of medicine is visualization of the oral cavity after the patient has taken a dose of medication to verify that it has been swallowed. Armor's policies and procedures direct MedPass staff to perform a checking check when distributing medicine. Audit staff observed the LPN preparing the next inmate's medicine while the inmate attempted to have the Auditor check for checking instead of the nurse.

During the course of the MedPass there were four inmates who requested to have tests run such as blood pressure and blood glucose levels. The LPN performed the tests but did not write down the results nor record them in the computer system. When questioned by the Auditor, the LPN indicated she would add the results during the charting process. Audit did not observe the charting process and is therefore unable to confirm if the test readings were ultimately documented in the inmates' medical records.

Armor management was informed of the observations made by Audit staff. Armor management told Audit that the LPN who was shadowed during MedPass at the Jail was found to have photocopied her signature onto the refusal of treatment forms prior to entry into the pods for MedPass. The LPN was disciplined for the photocopying and provided additional training on following proper checking review procedures, according to Armor management.

Audit was also told that the morning MedPass was not provided to inmates in the Jail's Mental Health Unit the morning of Audit's observations. In addition, Audit staff was shown in the Electronic

Medical Records system (EMR) two examples of inmates who missed medication. After contacting Armor for additional information, Armor provided Audit with a Corrective Action Plan regarding medication refusals in the Mental Health Unit.

Audit Services Division recommends:

- 6. The Jail and the HOC should review what training is provided to all Correctional Officers to ensure they are aware of the information required on medical forms prior to signing any forms and to provide clarity as needed.*

A National Institute of Corrections (NIC) – Milwaukee County Jail Operational Assessment released in March of 2018 included references to many of the items identified by Audit including staffing shortages, booking room operations, and further supports the Audit recommendation for a contract manager with clinical expertise.

An assessment of the Milwaukee County Jail by the National Institute of Correction (NIC) was conducted at the request of the Interim Sheriff in early 2018 and was released on March 29, 2018. The goal of the assessment for the Office of the Sheriff was “to determine if the agency is doing the right things and further what can be done differently and finally, are there any best practices that might assist them.” The findings of the NIC assessment were consistent with those of Audit.

The findings of the NIC assessment were consistent with those of Audit.

The first of the current challenges listed in the assessment was the nursing shortages and the impact upon the booking area. The report noted that two medical screenings occur and that according to Jail staff, the secondary medical screening creates the largest delay of the booking process and that the agency’s goal is to have the booking process completed within four hours. This is consistent with the data reviewed and observations made by Audit which are discussed further below. The NIC observations of booking also noted some issues including the wrong inmate being provided for assessment, an inmate sent to housing without a second health screening and the inmate’s inability to see a consent form online

that they are requested to sign. NIC found the medical area of booking generally disorganized and in need of cleaning.

Finally, the NIC report discussed the inability of Armor to fill a number of vacancies within the contract, most importantly the Psychiatrist vacancy.

The establishment of a contract manager with clinical expertise and clarification of peer review requirements contained in the contract should lead to stronger management oversight and improvements in the provision of inmate medical care.

During the course of an interview with HOC management, it was stated that the lack of medical expertise of HOC staff led to a reliance on the Consent Decree Medical Monitor's reports and Jail Inspection reports. In addition, the HOC access to the Jail is at the discretion of the Sheriff. This has made the monitoring of Armor's services at the Jail problematic for HOC staff, although under new Jail management this issue appears to have been resolved.

The establishment of a contract manager with clinical expertise and clarification of peer review requirements contained in the contract should lead to stronger management oversight and improvements in the provision of inmate medical care.

In addition, Section 12.26 of the contract which outlines Quality Improvement requirements calls for an annual peer review by one or more outside detention health care consultant(s) on an annual basis. The results are to be shared with the County and available for NCCHC review accreditation. Armor is to bear all costs associated with the outside consultants. An annual peer review paid for by Armor has not occurred. Section 12.16 of the contract allows for the County to designate a Correctional Health Care Monitor (should the Christensen Consent Decree cease) who will be its representative and who shall require Armor to meet all contract requirements. The Superintendent of the HOC indicated that Section 12.16 was included should the Consent Decree be lifted and the reports from the Consent Decree Medical Monitor were no longer being provided. The Superintendent also said that he considered the current Consent Decree Medical Monitor's reports to fulfill the peer review obligation. Milwaukee County has paid for the Consent Decree Medical Monitor's expenses.

Audit Services Division recommends the following:

7. *The HOC should explore hiring a contract manager with clinical expertise or contracting with an outside entity which would solve the lack of medical expertise and lead to better enforcement of the contract provisions. A contract manager with clinical expertise could also provide easier access to the Jail and provide a point person for Jail personnel on medical issues.*
8. *The HOC should revise the contract language in Section 12.26 to reflect the use of the Consent Decree Medical Monitor's reports as the required peer review report or establish policies and procedures to ensure that Armor conducts an annual peer review at Armor's expense.*

The independent health care consultant found that documentation of comprehensive discharge planning was lacking in the electronic medical records reviewed.

It was found by the independent health care consultant that comprehensive discharge plans were lacking from the electronic medical records for inmates upon release. Section 2.01 of the contract requires Armor to facilitate continuation of care and facilitate placement in the community upon release for inmates with diagnosed mental health issues, when the Jail or HOC provides reasonable advance notice of release. Reasonable is not defined within the contract. Armor personnel indicated in interviews that these plans are taking place. It is unknown if Armor is not in compliance on this issue, not updating records or if reasonable notification is not being provided by the HOC or Jail.

Audit Services Division recommends the following:

9. *The HOC should define what is required from the HOC and the Jail in order for Armor to properly fulfill their obligation and establish a timeline for provision of release of information to Armor. The HOC should also ensure that Armor is providing documentation of comprehensive discharge plans in inmates' medical records.*

Section 3: The Medical Services Contract would benefit from revisions to clarify responsibility and expectation of Armor and its provision of services.

The ability to audit clause contained in the 2017 contract is not consistent with standard county policy for auditing of records. Armor and Jail and HOC management staff were very cooperative with Audit staff during the course of the audit.

Milwaukee County contracts typically include an audit clause whereby contractors must allow the Audit Services Division to have access to all records and employees who work in any capacity to support services provided under the agreement for the duration of the contract and for a set time after the contract has concluded. While the contract with Armor did include language allowing Audit to access records, the standard audit clause was modified to say that such records would be produced “all at cost to Milwaukee County, unless such request is unreasonable, in which case Armor shall provide a cost to comply.”

The ability to audit clause contained in the 2017 contract is not consistent with standard county policy.

When we began our audit, Armor indicated that they had requested that language be added to the contract and suggested they may need to bill the County for audit’s retrieval of records and access to Armor employees. The Audit Services Division was able to work with the Office of Corporation Counsel and Armor to come to agreement whereby Audit staff was able to receive records from the vendor and interview Armor personnel at no cost to the County as long as the Audit Services Division made good faith efforts to do so in a manner that minimized both direct cost to the vendor for producing paper and electronic records and indirect costs associated with interviewing staff. We acknowledge and appreciate Armor’s cooperation with our work. However, best practice, supported by Government Auditing Standards, states that reliability of audit results is enhanced in environments where access to records and people is unrestricted. Going forward, we believe the County is best served when audit access is required, without

limitation, in contracts with all entities who choose to do business with the County.

Audit Services Divisions recommends:

10. *Future inmate medical contracts include the following audit clause: The Contractor shall permit the authorized representatives of the Director of Audits, after reasonable notice, the right to inspect and audit all data and records of the Contractor related to carrying out this Agreement for a period of up to three (3) years after completion of the contract.*

The Inmate booking process at the Jail continues to suffer from delays in required medical screenings which possibly could be improved by a change in contract provisions regarding the staffing of the area by Armor.

The inmate booking process at the Jail consists of two separate medical evaluations. The first is the inmate screening that is required by Department of Corrections (DOC) Chapter 350.13, that upon arrival of inmates at the Jail, and after the completion of pre-booking medical screening documents, a receiving screening (intake screening) is initiated and performed by an Armor RN using the "Patient-Intake Health Screening" form. Section 10.4(l)(c) of the 2017 contract includes a penalty provision should Armor fail to initiate the first inmate medical screening within 60 minutes. Receiving Screening is defined by the NCCHC as: A process of structured inquiry and observation intended to identify potential emergency situations among new arrivals and to ensure that patients with known illnesses and those on medications are identified for further assessment and continued treatment.

The inmate booking process at the Jail continues to suffer from delays in required medical screenings.

Section 10.4(l)(b) of the contract allows the HOC to assess a penalty when the second medical evaluation, the Inmate History and Physical Examination, is not completed within the required fourteen days after the day of booking as is required in DOC Chapter 350.13(5). The second assessment is a more thorough medical history and is conducted as part of the booking process at the Jail. The exam was developed in conjunction with health care professionals and is used at booking with each inmate to record

information about medical, mental health, and dental conditions, physical and developmental disabilities, alcohol or other drug abuse problems, and suicide risk. The evaluation may contain referrals to medical, mental health, or supervisory staff in a timely manner in response to identified concerns. If urgent concerns are identified, the referral shall be immediate. The second evaluation performed by Armor in the booking area fulfills the 14 day requirement.

Neither penalty is to be assessed if Armor's staff does not have reasonable access to any inmate in order to complete the history or examination. According to the DOC State Inspector, the intake screening process conducted by Armor in the booking area fulfills both DOC Chapter 350 requirements.

Despite a contractual time frame of 60 minutes for the first screening, in July of 2017 based upon a mutual agreement that 60 minutes was an unrealistic time requirement, a new requirement of four hours for both evaluations was implemented. However, no contract amendment was processed and this was not formally documented in writing. Audit reviewed two months of data provided by the Jail and calculated that 17.5% of the intake screenings were delayed as a result of Armor's staff for over four hours resulting in potential penalties of \$120,600. Jail administrative staff indicated that tracking the process was not cost-effective as the amount of overtime required to calculate the time could exceed the penalties assessed. This coupled with lack of application of the penalties by HOC staff to Armor led to the discontinuation of tracking in the fall of 2017. The 2018 contract eliminated all references to both evaluation penalties and time requirements for medical screening in Inmate Booking.

A new process was implemented in late 2017 to early 2018 by Armor to help alleviate delays in the intake process along with a corrective action plan. Jail staff indicated as of January 2018 there has been no noticeable improvement with the new Intake process.

The Consent Decree limits the number of inmates staying in “booking-open waiting” to 110 at the midnight count and to 30 hours to be processed out of the Booking Area.

Interviews conducted with both Milwaukee County and Armor staff indicated that often booking medical staff are required to assist for medical emergencies in other areas of the jail or medically clearing inmates after a fight which results in an understaffing in the booking area at least on a temporary basis. The Consent Decree also contained information on staffing within the intake area as it noted that:

Two nurses shall be available 24 hours a day to conduct intake screening of all incoming inmates. The key to effective screening is to identify and separate those who may need immediate referral for medical and mental health problems from those who do not. The screening shall include, but not be limited to a medical history re: acute and/or chronic problems, mental health issues, medications, allergies, etc. The nurses should also take base line vital signs.

Audit Services Division recommends the following:

11. *The HOC should explore whether future contracts should require a minimum staffing level in the Booking area such as two RNs per shift as noted above in the language from the Consent Decree and establish policies and procedures on when Armor is allowed to pull staff from booking to deal with issues in other areas.*

The language regarding the formulary should be clarified to indicate who should be conducting the quarterly review.

Section 1.11 of the 2017 contract states, “The formulary schedule will be reviewed on a quarterly basis.” This language is unclear if the review should be by the HOC or by Armor. Audit staff was shown documentation confirming that Armor reviews and made changes to the formulary from December 2016 to January 2017 with their contracted vendor for pharmacy, but it does not appear that the HOC is monitoring the formulary. The language regarding

The language regarding the formulary should be clarified to indicate who should be conducting the quarterly review.

the formulary should be clarified to indicate who should be conducting the quarterly review. Armor currently employs a national formulary with its selected vendor, Diamond Pharmacy. It is unclear if Milwaukee County should have any input in the development of the formulary. Based upon interviews with Armor personnel, a selection of Armor physicians on a national basis work with Diamond on the formulary.

Audit Services Division recommends the following:

12. The HOC should clarify the language in Section 1.11 to indicate who is responsible for the quarterly review of the formulary and indicate whether or not Armor is allowed to use its national formulary at the Jail and the HOC. If the conclusion is that the HOC should be conducting a quarterly review, the HOC should establish policies and procedures for how it will complete the task.

Grievance data from Milwaukee County and Armor do not reconcile resulting in a lack of a reliable method to utilize grievances as a measurable indicator of the inmate's satisfaction with medical care along with inconsistent adherence to the procedure defined in the contract for grievances.

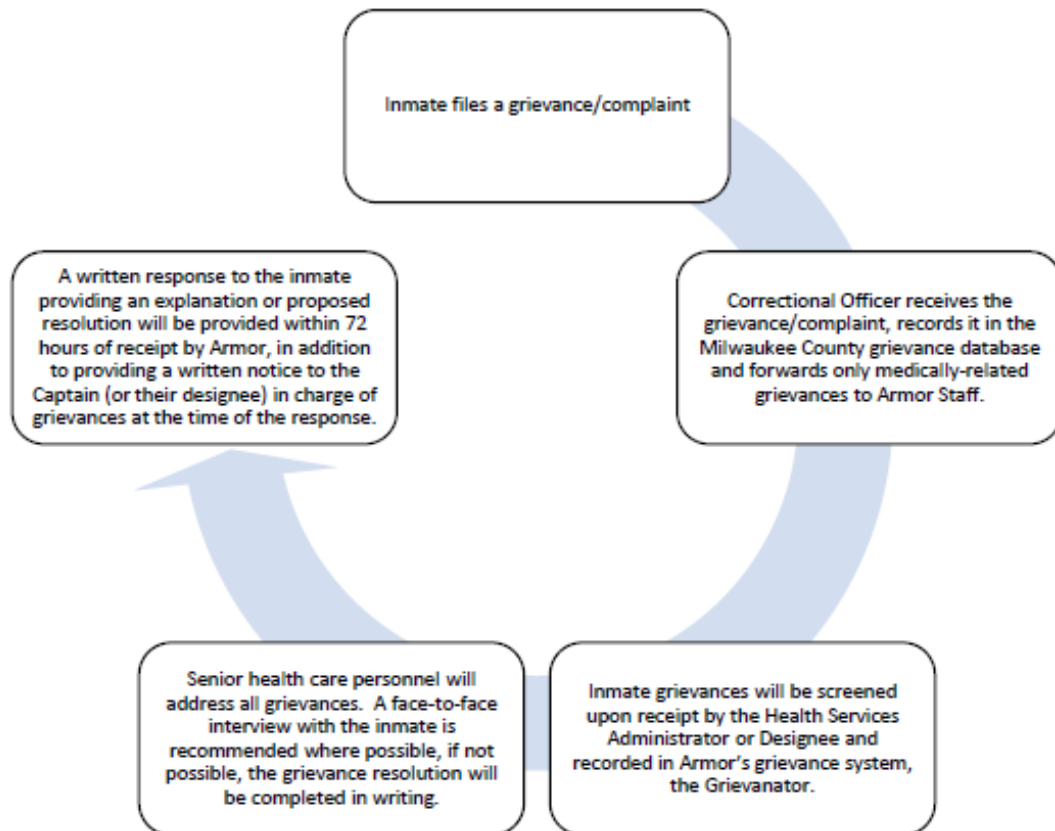
Section 12.24 of the contract states:

Inmate complaints or grievances regarding services under this Agreement shall be forwarded to the Armor's Health Services Administrator or designee who shall in writing confirm receipt of the complaint or grievance, and promptly review the complaint or grievance, gather all information concerning the complaint or grievance, and take appropriate action in accordance with the Sheriff's or Superintendent's grievance procedures. Armor shall respond to all Inmate complaints or grievances concerning services under this Agreement within seventy-two (72) hours of Armor's receipt of such complaint or grievance and provide written notice to the Captain (or their designee) in charge of grievances at the County Jail and HOC at the time of the response, confirming compliance with this provision.

Chart 6 shows the grievance process found in Armor's policies and procedures and based upon interviews with County staff.

Chart 6

Medical Grievance/Complaint Process



Source: Created based on Armor Correctional Health Services, Inc.'s policy and procedures and interviews with Milwaukee County Management.

Based upon interviews with County staff and the data provided to Audit it does not appear that the grievance process consistently follows the process in the contract.

According to Jail staff, medical grievances are forwarded to Armor. The HOC indicated they also forward grievances to Armor but expect Armor to respond back to HOC staff. The data provided to Audit showed several medical grievances submitted to Armor from the HOC a month after the inmate had written the medical grievance. As a part of the grievance process, Armor has the ability to access the Milwaukee County grievance system and was able to enter data into the Milwaukee County system. This access limits the County's ability to independently monitor how grievances are resolved. Based upon interviews with County staff and the data

provided to Audit it does not appear that the grievance process consistently follows the process displayed above.

Even though grievances are provided to Armor from Milwaukee County, the grievance data provided showed the County data does not reconcile with the data provided by Armor.

In addition, Audit requested data on the recorded or logged medical grievances and complaints that are documented in the two systems (Armor and Milwaukee County). Even though grievances are provided to Armor from Milwaukee County, the grievance data provided showed the County data does not reconcile with the data provided by Armor as shown in Table 9.

	<u>Milwaukee County Data</u>	<u>Armor Data</u>
2016	1,178	914
2017	1,281	1,194

Source: Audit created table based on data from Milwaukee County Management & Armor Management.

Table 10 lists grievance complaint categories. The most common medical grievance based upon the data provided by Armor was inmates' complaints regarding co-pays for medical services at the facility. While co-pays are charged by Milwaukee County, Armor does not set the rate for the inmate. The Jail charges a fee of \$20.00 per visit while the HOC charges \$7.50 per visit. Each facility sets the rates that they charge. Inmates are charged via the inmate's trust accounts which are managed by Milwaukee County. Armor is not involved in the determination of the amount of co-pays.

Table 10
Complaint Categories According to Armor Data for the
Years 2016 and 2017

<u>Category</u>	<u>2016</u>		<u>2017</u>	
	<u>Count</u>	<u>Percent</u>	<u>Count</u>	<u>Percent</u>
Problems with Co-Pay	319	35%	474	40%
Dissatisfied with Quality of Medical Care	244	27%	255	21%
Problems with Medication	164	18%	223	19%
Other (Conduct of Health Staff, Work Status)	187	20%	242	20%
Total	914	100%	1,194	100%

Source: Audit created table based on data from Armor Management, via the Grievanator which is Armor's grievance database.

The Operational Assessment by the NIC issued in March of 2018 listed a number of concerns under the grievance section including grievances labeled as unfounded however, there is no evidence in the record that they were actually investigated. The concerns cited are listed below:

- NIC found 43 medical grievances logged for 2018 and all were listed as forwarded, corrected or unfounded. A common response to any grievance was “per our medical records.”
- NIC randomly reviewed 18 grievances and in 17 out of the 18, NIC did not find evidence that indicated anyone had done anything other than look at the computer record. There was no evidence of anyone talking to an inmate or a staff member regarding the complaint.
- NIC noted an inmate who was charged twice for a medical encounter and attempted to resolve the issue through the grievance process but has been unsuccessful.
- NIC noted that current practices for grievances are not consistent with policies.

If the County has a properly functioning grievance process, it would provide an additional measure of the inmate's view of the quality of their medical services. It would also allow for the analysis of the impact of inmate population decreases since a lower number of inmates to care for should result in increased levels of care if staffing remains consistent. The lack of reliable data does not

provide the County with the opportunity to measure this theory. On a similar note, grievances could also be tracked and analyzed to assess the impact of staffing vacancies on the inmate's perception of the quality of their care. If grievances also contained staff member's name it could assist in the evaluation of staff.

Audit Services Divisions recommends the following:

13. *The HOC and Jail staff should work with Armor to ensure that all entities are following the contractual guidelines for grievances and that the data systems contain an accurate reflection of inmates' grievances. Once this is achieved, data should be reviewed to see if grievances are linked to shifts in inmate population or staffing vacancies.*
14. *The HOC should work with IMSD to ensure that Armor no longer has access to the County's grievance system for the purpose of processing grievances.*

At the Jail there is a lack of consistent Wi-Fi Service and no established workaround to account for times when Wi-Fi is not available. This has impacted the medical service provision and the parties should work to find resolutions to minimize the impact upon inmates when Wi-Fi service is unavailable.

Armor staff that is conducting MedPass in the Jail rely upon a Wi-Fi connection to save inmate medical information to the Electronic Medical Records at the time the service occurs. However, at the Jail Wi-Fi is not available in every pod. Lack of consistent Wi-Fi service in the Jail can result in the time stamp in the EMR for medical services being incorrectly recorded as the time of backing up of data versus actual time of service. This occurs when there is no Wi-Fi service and the date stamp is generated once connectivity is reestablished. This resulted in an instance of double medication due to MedPass being conducted by an Armor staff member who typically works at the HOC. The first MedPass had been conducted but the data was not saved and another MedPass occurred prior to the updating of the information in the EMR resulting in double medication for inmates. This was in part due to the staff member not realizing the data was not posted in real time as it is at the HOC. As a result, the permanent record of the inmates does not

accurately reflect the time at which the provision of services occurred due to the delay in saving of data when access to Wi-Fi is not occurring. According to a screen shot found in a criminal complaint against Armor, the EMR has a “date/time if different” stamp that could be explored as a solution.

As of May 24, 2018, Milwaukee County’s Information Management Services Division (IMSD) is in the final stages at the Jail of providing and activating MiFi devices, a wireless router that acts as mobile Wi-Fi hotspot, for each MedCart which should provide internet access in all pods.

It should be noted that the HOC is tasked with monitoring the contract that provides services at a facility to which HOC staff only have access at the discretion of the Sheriff. The Wi-Fi issues at the Jail involve facility needs which are under the Sheriff’s jurisdiction. These issues, however, impact the provisions of medical services which fall under the HOC’s jurisdiction.

Audit Services Division recommends:

15. *The HOC should continue to work with the Jail, IMSD and Armor to ensure that the lack of Wi-Fi or inconsistent Wi-Fi connectivity does not impact the quality of care for inmates by working to enhance the Wi-Fi system in the Jail and establishing policies and procedures at both facilities to establish a workaround when Wi-Fi is unavailable such as the possible use of the “date/time if different” tab in the EMR. Both facilities currently have a plan in place if the entire Wi-Fi system is unavailable.*

Armor is currently in compliance with contract requirements for accreditation and staff licenses.

Accreditation

The National Commission on Correctional Health Care (NCCHC) is the only organization dedicated solely to improving health care in jails, prisons and juvenile confinement facilities. Accreditation for inmate medical services is governed by NCCHC. Section 4.1 of the

contract provisions, as seen in Table 11 has varied since the initial contract.

Table 11
Contract Language Regarding NCCHC Accreditation

<u>Year</u>	<u>Contract Language</u>
2013	Required Armor to seek and obtain NCCHC accreditation – this was not achieved.
2014	2013 contract was extended through 2015.
2015	2013 contract was extended through 2015.
2016	Armor’s services shall be designed to meet NCCHC’s standards.
2017	Armor will fully cooperate with Milwaukee County in all efforts to attain and maintain formal accreditation.
2018	Armor will fully cooperate with Milwaukee County in all efforts to attain and maintain formal accreditation except where modified by the Consent Decree Medical Monitor.

Source: Audit created table based on Armor contracts for the years 2013–2018.

Per the Armor Health Services Administrator, the tentative time frame for submitting the HOC NCCHC accreditation application was May 2018.

Licenses and Training

Section 3.3 requires all Armor personnel to be licensed, certified or registered, as appropriate and as required by applicable Wisconsin Law. Based upon the Wisconsin Circuit Court Access Program (CCAP) and the Department of Safety and Professional Services review in June of 2017 Audit found no violations in terms of Staff Medical Licensure Requirements.

We requested Armor provide its Policies and Procures Manual and New Employee Training Manual to view training provisions. In addition, we spot checked selected training areas for documentation that training occurred. Armor provided training documents and sign in sheets or evaluation forms by attendees for those selected trainings. Based on our review of this documentation, it appears that Armor conducted training in the areas we selected.

Section 4: Requiring Armor to submit segregated invoices for pharmacy, specialty services and general medical services would enhance tracking of services rendered and payments. Additional review of invoices by a contract manager with clinical expertise, along with spot checking of invoices, is recommended.

A review of invoicing revealed compliance with most contract provisions. However, blended invoices from Armor and internal control weaknesses should be rectified.

Appropriate penalties based upon contract provisions have been charged to Armor except for intake screening.

The review conducted by Audit showed that apart from a few minor calculation errors, average daily inmate population calculations and staffing withholds were appropriately applied according to the contract. Appropriate penalties based upon contract provisions have been charged to Armor based upon invoice review by HOC and verified by Audit except for intake screening issues as discussed earlier. The HOC withheld \$1,628,001 from Armor during the 22 month period that Audit reviewed.

Section 3.2 of the contract requires that Armor submit a monthly contract staffing compliance report showing all contract positions relative to the staffing matrix and include all positions and the name of the individual providing the service and hours paid to the individual. However, at the time of the audit no system was being used by HOC management to spot check the staffing and hours reported by Armor to be paid via the use of time sheets or another source. The staffing matrix was not reviewed by a programmatic HOC staff member who could provide a review based upon knowledge within the secure portion of the facility of staffing levels. Some of the invoices submitted by Armor failed to display itemized paid time off by individual or overtime which prevent the ability to verify that the invoices are accurate even if timesheets had been requested and tested for accuracy. The data submitted by Armor with the invoices was not consistent over the review period.

According to the United States Governmental Accountability Office Standards for Internal Control, segregation of duties is required so one individual does not control all key aspects of a transaction or event to reduce the risk of error or fraud. During our review of HOC invoices, we noted an internal control weakness over the authorization of payments to Armor due to a lack of segregation of duties. The check request was prepared by the Manager who then had a subordinate sign as the “approval signer” of the check request. Because the “preparer” oversees the work of the “approver” this process does not adequately separate the duties. The HOC was notified during the course of the Audit and made adjustments to rectify.

Pharmacy and specialty service invoices were at times blended with the general invoice for medical services.

In addition, pharmacy and specialty service invoices were at times blended with the general invoice for medical services. Section 1.11 and 1.5 of the contract establish dollar thresholds for the payments of both pharmacy and specialty services and the blending of the invoices makes it difficult to track expenses in these areas.

Audit Services Division recommends the following:

16. *The HOC should require Armor to report paid time off in the detailed staffing report that is submitted with its invoices. The HOC should establish policies and procedures to ensure that the staffing invoices submitted to the HOC Superintendent are reviewed and verified by a programmatic staff member who can verify or at a minimum spot check Armor staffing levels.*
17. *The HOC should require Armor to submit segregated invoices for both pharmacy and specialty services to enhance tracking of the payments of these services and verification of accuracy of invoices.*
18. *HOC management should periodically review check signers and signature authority to ensure that the internal control weakness identified by Audit staff during its review continues to be rectified by the HOC.*

Conclusion

During the course of the audit there were a number of areas that raised the importance of having a staff member at the HOC who has clinical expertise solely dedicated to the monitoring of the contract and Armor's performance. These items include:

- The formulary
- The grievance process
- Invoice review
- Staffing levels by facility and by task in addition to an overall staffing plan
- Peer Review
- Wi-Fi issues in the Jail
- Accreditation from the NCCHC
- Booking area staffing and processing times
- Quality Assurance

Improved staffing levels from Armor, assignment of a contract manager with clinical expertise along with contract revisions would improve inmate medical services at the Jail and HOC.

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Audit Scope

The objectives of this audit were to:

- Determine if Armor Correctional Health Care Services, Inc. (Armor) is providing Health Care Services to Milwaukee County inmates in accordance with the Milwaukee County contract provisions and NCHHC standards.
- Determine if Milwaukee County is receiving the medical services that are invoiced by Armor for services rendered.
- Determine if Armor is following the staffing model requirements as described in their contract with Milwaukee County (as prescribed by the Christensen Consent Decree).

The primary focus was on the Armor contract with Milwaukee County for the contractual period of, but not limited to, 2017. Additional contractual years were reviewed as needed to fully address issues identified during our audit work.

The Audit Services Division (Audit) conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

During the course of the audit, Audit:

- Reviewed Milwaukee County Board and committee minutes to identify issues, concerns, recommendations, and County Board resolutions.
- Reviewed relevant audit contractual documents for compliance.
- Reviewed legal documents relevant to the audit.
- Reviewed Milwaukee County Financial Databases for relevant departmental 2017 actual expenses.
- Reviewed applicable County Ordinances and Administrative Manual sections, State Statutes and Administrative Code, and Federal regulations and rules sections to ensure compliance with federal, state, and local laws.
- Obtained and reviewed applicable policies and procedures and internal forms, reports, correspondence, etc. relating to the audit objectives.
- Interviewed and corresponded with Armor, Milwaukee County Jail (Jail) and House of Corrections (HOC) departmental staff to obtain a clear understanding of how operations/medical services provided are performed.

- Corresponded with other County department and State department staff that perform functions directly related to auditee operations to obtain additional perspectives on how well operations are performed.
- Conducted on site tours of the HOC and the Jail to become oriented with facility layout, staff, population served & facility processes (operational and medical) and shadowed staff performing job duties related to contract provisions to assess compliance with contract requirements.
- Hired an independent medical consultant to assess Armor's performance in delivering services to inmates via a record review of a sample of medical records.
- Conducted an assessment of monthly invoices submitted, adjustments, and payments related to Armor contracts covering 2015 through 2017.
- Interviewed and corresponded with Armor, HOC and Jail staff responsible for the administration and payment of Armor invoices to obtain a better understanding of how the payment process works.
- Analyzed Armor staffing level reports to determine if contract requirements are being met.
- Interviewed and corresponded with Armor staff to obtain a better understanding of the hiring and recruiting practices.
- Reviewed Armor staff training, licensure & certification records.
- Reviewed and analyzed inmate medical grievances filed at HOC and the MCJ.
- Conducted an assessment of potential contractual penalties due to delays in Jail Intake Screening times.
- Met with Armor staff regarding the Pharmacy Services management of formulary schedules.

Contract for Inmate Health Services for
Milwaukee County

THIS HEALTH SERVICES AGREEMENT (“Agreement”) between Milwaukee County (hereinafter referred to as the "County”), and Armor Correctional Health Services, Inc., a Florida corporation, (hereinafter referred to as “Armor” or “Contractor”), is dated for reference purposes as of the 1st day of January 2017. Services under this Agreement shall commence on the 1st day of January 2017.

WITNESSETH

WHEREAS, pursuant to the Order of the Milwaukee County Circuit Court in the case of *Christensen v. Milwaukee County et al.*, the County is required to enter into this contract to obtain reasonably necessary health care (including medical, dental and mental health services) for detainees and inmates in the physical care, custody and control of the Sheriff at Milwaukee County Jail (hereinafter “Jail”) and of the Superintendent at the Milwaukee County House of Correction (hereinafter “HOC”), collectively herein known as the “Facilities”; and

WHEREAS, the Sheriff has responsibility to provide medical care for Inmates in his physical care, custody and control at the Jail and the Superintendent has responsibility to provide medical care for Inmates in his physical care, custody and control at the HOC; and

WHEREAS, references in this Agreement to “Sheriff” or “Superintendent” are understood to constitute a reference to each individual in their responsibility for the provision of medical care to Inmates in the respective Facility identified previously; and

WHEREAS, Armor is in the business of providing correctional health care services and agrees to provide such services for the County under the terms and conditions of this Agreement relative to detainees and inmates in the physical care, custody and control of the Sheriff and Superintendent and housed at the Facilities.

NOW, THEREFORE, in consideration of the premises and the covenants and promises hereinafter made, the parties hereto agree as follows:

ARTICLE I: HEALTH CARE SERVICES

1.1. General Engagement; Appointment. The County hereby engages and appoints Armor to manage and pay for the delivery of reasonably necessary health care, including medical, dental and mental health services, to individuals cleared by medical and physically booked into one of the Facilities for housing (such individuals being hereinafter referred to in this Agreement as “Inmate,” singular or “Inmates,” plural), which excludes individuals not housed at the Facilities. Armor accepts such appointment to perform such services in accordance with the terms and conditions of this Agreement. Armor will provide preliminary screening and assessing of an individual's medical condition at the time the individual is being presented for booking into the Facilities, even prior to the completion of the booking process, to determine whether the individual's physical condition is reasonably able to be accommodated within the Facility. An individual shall be medically cleared for booking into the Facilities when medically stabilized and the individual's medical condition no longer requires immediate

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emergency medical care or outside hospitalization so that the individual can be reasonably housed in the Facilities.

- 1.2. Scope of General Services.** The responsibility of Armor for providing health care commences once an individual becomes an Inmate, as defined in Section 1.1 above. Armor has no responsibility and shall not be liable for any health care or costs associated with any individual prior to becoming an Inmate. While Armor has no financial obligation for individuals booked offsite, if the Sheriff or Superintendent notifies a duly appointed member of the on-site Armor staff of any booking performed outside the Facilities, Armor will use reasonable efforts to manage offsite care and reduce offsite costs by providing utilization management for those individuals booked offsite and receiving inpatient care prior to becoming an Inmate.

While an Inmate, Armor shall provide or arrange for on a regular basis, all professional medical, dental, mental health, and related health care and administrative services for each Inmate, including: a comprehensive health evaluation of each Inmate following booking into the Facilities in accordance with NCCHC Standards, booking/intake health screenings, regularly scheduled sick call, nursing care, general physician and dentist visits, hospitalization, medical specialty services as outlined below, emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services, including HIV medications, medical clearances for intra and inter-agency transfers, food handling and work clearances, continuing care of identified health problems, detoxification, discharge planning, health education and training services, a quality assurance program, administrative support services, and other services, all as more specifically described herein.

- 1.3. Specialty Services.** In addition to providing the general services described above, Armor will obtain for Inmates housed at the Facilities special medical services including basic radiology services and laboratory services. Armor will also evaluate the need for and feasibility of providing select onsite specialty services (e.g., Orthopedics) to reduce offsite transports. Specialty services Armor determines to be feasible will be provided onsite. When non-emergency specialty care is required and not provided onsite, Armor will make appropriate off-site arrangements for the rendering of such care, and shall coordinate with the Sheriff for Inmates in the physical care, custody and control of the Sheriff in the Jail and with the Superintendent for Inmates in the physical care, custody and control of the Superintendent in the HOC to provide non-emergency transportation of an Inmate to and from offsite care.
- 1.4. Emergency Services.** Armor shall provide emergency first aid to correctional staff and visitors to Inmates at the Facilities upon request of the Sheriff or Superintendent or their employees or agents, except when doing so would jeopardize Armor's care to an Inmate. Armor shall not be responsible for payment of emergency and follow-up services and transportation provided to correctional staff or visitors in the event of an emergency.
- 1.5. Limitations on Medical Services.** Armor will arrange for the admission of any Inmate who, in the opinion of the Armor Medical Director, requires hospitalization. Subject to

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the limits set forth herein, Armor will be responsible for all Inmate costs associated with hospitalization, off-site and on-site specialty services, inclusive of diagnostic procedures, and emergency transportation services incurred subsequent to becoming an Inmate.

- (a) *"Hospitalization"* refers to those services, which will be rendered in a hospital or medical center. Such services include but are not limited to inpatient hospitalization, physician fees associated with inpatient and/or outpatient care, ambulatory surgery, emergency ambulatory care, diagnostic and therapeutic radiology, pharmacy, laboratory and pathological capabilities, and physical therapy capabilities. Armor will pursue preferred provider contracts/discount agreements with local hospitals to meet the needs of the Sheriff's inmate health care program at the Jail and the Superintendent's inmate health care program at the HOC.
- (b) *"Offsite and specialty medical care"* refers to those services rendered by a medical provider outside the Facilities or by a licensed independent (non-Armor employee) medical specialist coming onsite to provide specialty services.
- (c) For each twelve (12) month period of the Agreement, Armor's total financial liability for costs associated with health care for Inmates relating to hospitalization, emergency transportation, off-site and specialty medical care (as defined above) will be capped as follows:
- (1) Armor's total liability for hospitalization, emergency transportation, off-site and specialty medical costs will be capped at \$800,000.00 for each twelve (12) month contract period under this Agreement.
 - (2) Any hospitalization, emergency transportation, off-site and specialty medical care costs in excess of \$800,000.00 during any twelve (12) month contract period shall be managed and paid by Armor and reimbursed by the County, as set forth in 1.5 (d) below.
 - (3) Should the total hospitalization, emergency transportation, and off-site and specialty medical care costs for any twelve (12) month contract period fall below \$800,000.00 after a full reconciliation, Armor will credit 100% of the difference back to the County.
 - (4) Armor will account for all "specialty medical care" provided onsite, which may include, but is not limited to OB/GYN, dialysis, and physical therapy in the Aggregate Cap in accordance with the contract.
- (d) *Aggregate Reconciliation* - Following the completion of each 12 month contract period (running from the date Armor commences provision of healthcare services at the Facilities), Armor shall submit documentation showing the amount Armor has paid for hospitalization, emergency transportation, and off-site and specialty medical care during the past 12 month contract period. Any amount under/over the \$800,000.00 shall be invoiced/credited as set forth below. Armor will provide supporting documentation along with an invoice/credit. Because Armor cannot always control when third party providers bill for services, once this initial documentation has been provided, Armor shall thereafter submit quarterly

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additional documentation showing any additional amounts paid for the ended 12 month period, along with an invoice/credit to be paid/credited as set forth below. If under the cap, Armor shall credit the County on the next monthly invoice (if the contract is still active), or submit a check to the County for the amount below the cap. If over the cap, Armor shall provide any additional supporting documentation and will, as requested by the County, discuss reasons for the overage. The County shall pay the excess amount within 45 days of receipt of invoice. Armor will provide to the County any requested supporting cost information in Armor's possession.

- (e) In the event this Agreement is terminated early, this \$800,000.00 annual aggregate cap will be prorated.

1.6. Exceptions to Treatment. Armor shall not be financially responsible for the cost of any health care services provided to any individual prior to becoming an Inmate as defined in Section 1.1, above.

- (a) Should any new diagnostic test be mandated and approved in relation to community health care standards for treatment and/or required by Armor's Medical Director as necessary for the treatment of Inmates housed at the Facilities, and the cost of such treatment, in total aggregate, would exceed 1% of the annual base compensation for the then current twelve (12) month period under the term of this Agreement, then the County and Armor shall negotiate for additional compensation due Armor for all actual expenses incurred from newly mandated changes in treatment standards.
- (b) Armor shall provide prenatal, delivery and postpartum health care services to pregnant Inmates, infants born in custody at the County jail or HOC, but healthcare services provided to an infant once transferred to a medical facility from the County jail or HOC will not be the responsibility of Armor. Armor shall not be responsible for the costs of or furnishing of any abortions, unless medically necessary.
- (c) Pursuant to Wisconsin statute, 343.305(5)(b)(c) and The Wisconsin Department of Transportation, Division of State Patrol, Chemical Test Section, the County of Milwaukee requires Armor to do blood draws as requested by the Facilities. Otherwise, to comply with NCCHC standards, Armor shall not perform any forensic testing. Armor shall not be penalized or otherwise negatively impacted should adherence to this section hinder efforts to obtain NCCHC accreditation.

1.7. Inmates Outside the Facilities. Health care services are only for Inmates. Inmates on any sort of temporary release (authorized or unauthorized) from the Facilities, including, but not limited to, Inmates temporarily released for the purpose of attending funerals or other family emergencies, Inmates on escape status, Inmates on pass, parole or supervised custody who do not sleep in the Facilities at night, will not be included in the

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daily population count, and will not be the financial responsibility of Armor with respect to any claim, liability, cost or expense for the payment or furnishing of health care services required while not in the Facilities. Armor is responsible to provide reasonably necessary care to Inmates while in the Facilities, but the cost of medical services provided to Inmates who become ill or are injured while on temporary release will not be the financial responsibility of Armor after their return to the Facilities. This relates solely to the costs associated with the particular illness or injury incurred while on such temporary release. The cost of medical services for other illnesses and injuries will be the responsibility of Armor.

- (a) Once Inmates from the Facilities are transferred to the custody of other police or other penal jurisdictions, these Inmates are likewise excluded from the population count and are not the responsibility of Armor for the furnishing or payment of health care services.

- 1.8. Elective Medical Care.** Armor will not be responsible for providing elective medical care to Inmates. For purposes of this Agreement, “elective medical care” means medical care, which, if not provided, would not, in the opinion of Armor's Medical Director, cause the Inmate's health to deteriorate or cause definite harm to the Inmate's well-being. Such decisions concerning medical care shall be consistent with applicable laws and general NCCHC standards. In the event of a dispute between Armor's Medical Director and the Sheriff or Superintendent regarding elective medical care, Armor will state in writing to the Sheriff or Superintendent reasons why the medical care is being denied.
- 1.9. Transportation Services.** Armor shall promptly notify the HOC or Jail staff and work together to arrange for emergency transportation.
- 1.10. HIV and Other Illnesses; Testing.** Armor will administer Inmate testing in accordance with NCCHC standards and as otherwise deemed medically necessary by Armor's Medical Director.
- 1.11. Pharmacy.** Armor shall provide pharmacy services management, including providing and administering medicines, including prescribed drugs to the Inmates. Armor shall use best efforts to utilize the current formulary schedule to dispense pharmaceuticals to Inmates within a reasonable time period, not to exceed 24 hours from the time the prescription or order was written to start. Armor shall pay the cost for all pharmacy, subject to the total annual pharmacy limit set forth below.

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- (a) Armor's total liability for pharmacy costs will be limited to \$850,000.00 for each twelve (12) month period under this Agreement. Should the total pharmacy cost be less than \$850,000, Armor shall credit the County the difference. Should the total pharmacy cost exceed \$850,000, the County shall reimburse Armor the excess. On a monthly basis, Armor shall submit an itemized report showing actual pharmacy paid by Armor. Any credit to the County shall be reflected on an invoice within 30 days, and any excess shall be discussed and reimbursed by the County to Armor within 45 days.
- (b) The formulary schedule will be reviewed on a quarterly basis.

ARTICLE II: MENTAL HEALTH SERVICES

- 2.01. Continuation of Care.** Armor will use reasonable and best practice efforts to facilitate continuation of care and facilitate placement in the community upon release for inmates with diagnosed mental health issues, when security provides reasonable advance notice of release.

ARTICLE III: PERSONNEL

- 3.1. Staffing.** Armor shall provide all medical, dental, mental health, technical and support personnel for the rendering of health care services to Inmates at the Facilities as described in this Agreement. The chart attached as Exhibit A includes the agreed-upon staffing matrix showing the staffing Armor will use to provide the health care and support services required by the Facilities for an average daily inmate population up to 2600 Inmates.

- (a) Armor agrees to provide all staff in Exhibit A
- (b) Should the inmate population exceed 2600, or fall below 2400, for three consecutive monthly averages, then both parties agree to review staffing. If staffing changes are required to properly care for the changed population, the County and Armor shall agree upon revised compensation required to provide the revised staffing.
- (c) In the event the Facilities operations or processes change impacting Armor's delivery of medical care and performance under this Agreement, Armor reserves the right to and may provide for additional health care staffing beyond the positions noted in the attached Exhibit A, incorporated herein, in order to perform the necessary health care services as required under this Agreement. Should additional health care staffing be required, Armor also reserves the right to review the base compensation and, with the County's participation and approval, which shall not be unreasonably withheld, make necessary adjustments in base compensation in order to accommodate any additional staff positions which may be needed.

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- 3.2. Staffing Withholds.** The intent of section 3 is for Armor to provide 100% of the specified number of FTE employees in Exhibit A. It is not the intent of this provision for Armor to consistently have fewer employees working over 100% of a position's full time hours in order to get to a staffing equivalency of at least 95% FTE hours overall.

Armor will provide the County or its representative with a monthly contract staffing compliance report showing all contract positions relative to the staffing matrix. The report shall list all contract positions and the individual by name providing the service, hours each individual worked, to include paid time off, in relation to the total contract FTE's required for that period. The staffing compliance report will be due no later than fifteen days following each monthly pay period.

If total paid monthly full time equivalents (FTE's) falls below 95% of total FTE's in Exhibit A, the County may apply staffing withholds as follows: once total paid FTE's in any month fall below 95% of total monthly FTE's in the staffing set forth in Exhibit A, for each FTE category below 95% of total contract FTE's, the County may deduct from its monthly payment to Armor at 100% of the average hourly rate for the position. Notwithstanding the preceding provisions, in some instances, a shift of hours from positions at over 100% to cover positions under 95%, will not be approved by the County. If Armor falls below 95% total paid FTEs for three (3) consecutive months, then there will be an additional penalty enhancer of \$10,000 per month inclusive of those three (3) months.

- 3.3. Licensure, Certification and Registration of Personnel.** All personnel provided or made available by Armor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable Wisconsin law. Each license or certification shall be on file at a central location as mutually agreed upon.
- 3.4. Sheriff's and Superintendent's Satisfaction with Health Care Personnel.** Sheriff and Superintendent reserve the right to approve or reject in writing, for any lawful reason, any and all Armor personnel or any independent contractor, subcontractors or assignee of Armor assigned to this contract. Additionally, Sheriff or Superintendent may deny access or admission to Facilities at any time for such personnel. Such access will not unreasonably be withheld by Sheriff or Superintendent. Sheriff and Superintendent will require and be responsible for criminal background checks and initial drug testing of all Armor personnel, at County's expense, prior to any such personnel's initiation of recurring services.

If the Sheriff or Superintendent becomes dissatisfied with any personnel provided by Armor hereunder, or by any independent contractor, subcontractors or assignee of Armor, Armor, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from the Sheriff or Superintendent of the grounds for such dissatisfaction, exercise its best efforts to resolve the problem. If the problem is not resolved to the Sheriff's or Superintendent's reasonable satisfaction, Armor shall remove or shall cause to be removed any employee, agent, independent contractor, subcontractor,

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or assignee about whom the Sheriff or Superintendent has expressed dissatisfaction. Should removal of an individual become necessary, Armor will be allowed a reasonable time from date of removal to find an acceptable replacement, without penalty or prejudice to the interests of Armor.

- 3.5. Use of Inmates in the Provision of Health Care Services.** Inmates shall not be employed or otherwise engaged by either Armor or the Sheriff or Superintendent in the direct rendering of any health care services. Upon prior written approval of the Sheriff or Superintendent, Inmates may be used in positions not involving the rendering of health care services directly to Inmates.
- 3.6. Subcontracting and Delegation.** In order to discharge its obligations hereunder, Armor will engage certain health care professionals as independent contractors rather than as employees. The Sheriff or Superintendent may request to approve such professionals, but approval will not be unreasonably withheld. Subject to the approval described above, the Sheriff and Superintendent consent to such subcontracting or delegation. As the relationship between Armor and these health care professionals will be that of independent contractor, Armor will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. Armor will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, Armor shall exercise administrative supervision and clinical oversight over such professionals necessary to ensure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians, dentists and nurses performing duties as agents or independent contractors of Armor under this Agreement, Armor shall obtain proof that there is in effect a professional liability or medical malpractice insurance policy, as applicable coverage for each health care professional identified herein, in an amount of at least one million dollars per occurrence/three million dollars annual aggregate limit. As requested by the Sheriff or Superintendent, Armor will make available copies of subcontractor agreements providing service under the Agreement. Armor agrees that all Armor subcontractors shall be subject to a background check by the Sheriff or Superintendent, as the Sheriff or Superintendent shall direct.
- 3.7. Affirmative Action** Armor will undertake an affirmative action program at Facilities as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Armor assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Armor will require that its covered suborganizations provide assurances that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as created by 14 CFR Part 152, Subpart E, to the same effect.
- 3.8 Non-Discrimination, Equal Employment Opportunity and Affirmative Action Programs** In the performance of work under this Contract, Armor shall not discriminate against any employee or applicant for employment because of race, color, national origin,

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age, sex, sexual orientation, gender identity or handicap, which shall include, but not be limited to, the following:

- (a) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Armor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by County, setting forth the provisions of the non-discriminatory clause.
- (b) Armor agrees to strive to implement the principles of equal employment opportunity through an effective Affirmative Action program, and made a part of this Contract. The program shall have as its primary objective to staff the very best qualified person for each position, and then, when and where possible without negatively impacting this first objective, to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment, in all divisions of Armor's Milwaukee County work force, where these groups may have been previously under-utilized and under-represented. Armor also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be the disputing party's responsibility to show that Armor has not met all such requirements.
- (c) When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by a court of competent jurisdiction, Armor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.
- (d) If, after notice of a violation to Armor, further violations of this section are proven in a court of competent jurisdiction during the term of the Contract, County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by Armor for use in completing the Contract, or it may permit Armor to complete the Contract, but, in either event, Armor shall be ineligible to bid on any future contracts let by County.

ARTICLE IV: ACCREDITATION

- 4.1. Obligation of Armor.** Armor's services shall be designed to meet the National Commission on Correctional Health Care for Jails (NCCHC) standards in place at the commencement of this Agreement. While Armor will design their care to comply with NCCHC standard, if there is a material change in NCCHC standards resulting in additional costs to Armor, the County agrees to pay such documented additional costs. Armor will cooperate fully with the County in all efforts to attain and maintain formal accreditation of the Facilities' health care program. Armor will be responsible for the payment of the fees for maintaining or renewing NCCHC accreditation, except any fees incurred due to non-Armor failures.

Any deficiency in Armor's performance of health care services under this Agreement resulting in notice from any regulatory or accrediting organization shall be rectified

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immediately, provided that such a breach is directly attributed to Armor's acts or omissions, including Armor's employees, agents (County employees shall not be deemed agents of Armor under the terms of this Agreement) and subcontractors. Failure to rectify any such deficiency within a thirty (30) day cure period may result in the County, in its sole discretion, terminating this Agreement. Armor shall, in conjunction with the HOC and Jail, continue to expeditiously prepare for and pursue NCCHC accreditation. Once accreditation is obtained, Armor shall maintain accreditation during any subsequent term of this Agreement. If Armor's acts or omissions, and not those of County employees, fails to so maintain accreditation, and such is solely due to Armor's failure to comply with NCCHC standards, then Armor will pay a penalty of Twenty-five Thousand Dollars (\$25,000.00) to the County as liquidated damages.

ARTICLE V: EDUCATION

- 5.1. Inmate and Staff Education.** Armor shall conduct an ongoing health education program for Inmates at the Facilities with the objective of raising the level of Inmate health and health care. Armor staff will provide relevant training to the Sheriff's and Superintendent's staff as required by accrediting bodies. Armor will also work with the Sheriff and Superintendent to provide correctional staff with health care training as desired by the Sheriff or Superintendent and as Armor is able to accommodate without jeopardizing the quality of Inmate care.
- 5.2. Medical Services Staff Education.** Armor will require that its medical, professional and para-professional staff receive all necessary and requisite legal and statutorily mandated in-service, annual or proficiency training and other such professional or para-professional education and training programs needed to provide current proficiency in the professional's or para-professional's particular medical discipline or specialty. County shall ensure the same for County employees. County employees shall be invited to attend any Armor training provided onsite at the Facilities and Armor employees shall be invited to any training provided onsite at the Facilities for County employees. Armor shall have no obligations for costs associated with CME, licensing, certification, recertification or training for County employees.

ARTICLE VI: REPORTS AND RECORDS

- 6.1. Medical Records.** Armor shall cause and require to be maintained a complete and accurate medical record for each Inmate receiving health care services from Armor. Each medical record will be the property of the County and such records shall be maintained by Armor in accordance with applicable laws, NCCHC standards. The medical records shall be kept separate from the Inmate's confinement record. A complete legible copy of the applicable medical record shall be available, within a reasonable time, to the Sheriff or Superintendent and will, with reasonable notice, be available to accompany each Inmate who is transferred from the Facilities to another location for offsite services or

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transferred to another institution. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, Armor shall comply with Wisconsin law and the Sheriff's or Superintendent's policy with regard to access by Inmates and Facilities staff to medical records. No information contained in the medical records shall be released by Armor except as directed by the Sheriff's or Superintendent's policy, by a court order, or otherwise in accordance with applicable law. Armor shall provide all medical records, forms, jackets, and other materials necessary to maintain the medical records. Armor will provide customized EMR software of Armor's choosing that incorporates Armor's policies in use at the Facilities, server, terminals, printers, scanners and interfaces. County will provide the cabling, routers and connections needed in the Facilities to connect the EMR. Upon the expiration or termination of this Agreement, the functional EMR and all medical records shall become the property of the County, and the County shall assume payment of the monthly per inmate fee for the EMR, currently \$1.50 per Inmate per month, if County desires to retain the EMR. Armor will use reasonable effort to allow the County to continue to utilize such EMR on the same terms and conditions applicable to Armor. The EMR will be customized with Armor forms, policies and procedures. The County may continue to use such forms, policies and procedures, but hereby acknowledges such are proprietary; therefore, the County shall keep such forms, policies and procedures exclusively within the Sheriff's and Superintendent's Offices and associated County departments that have a need to know. If however, the County finds the EMR software chosen by Armor to be inadequate or inappropriate for the County's operational needs, then the parties shall meet and determine whether to pursue a new system and/or enhancements to the EMR system.

- 6.2. Regular Reports by Armor to the Sheriff and Superintendent.** Armor shall make available to the Sheriff and Superintendent, on a date and in a form mutually acceptable to Armor and the Sheriff and Superintendent, monthly and annual reports relating to services rendered under this Agreement.
- 6.3. Third Party Reimbursement.** Armor will seek and obtain from Inmates information concerning any health insurance the Inmate might have that would cover offsite services managed by Armor. Armor will instruct offsite providers to bill third party insurance first. After seeking payment from available third party insurance, Armor will process the remaining claim for payment consideration. Armor shall provide the County with periodic reports when such credits are applied. Armor and the County specifically understand that Medicaid and Medicare may not be available third party sources, and, to the extent required by law, Armor's policies strictly forbid asking about Medicaid/Medicare and providing any Medicaid/Medicare information to any provider where such coverage is not allowed. Armor shall follow the patient Protection and Affordable Care Act (PPACA) as it develops. As it becomes applicable to Inmates, Armor will cooperate with County to obtain any costs savings available under the PPACA.
- 6.4. Inmate Information.** Subject to the applicable Wisconsin law, in order to assist Armor in providing the best possible health care services to Inmates, the Sheriff and Superintendent will provide Armor with information pertaining to Inmates that Armor

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and the Sheriff and Superintendent mutually identify as reasonable and necessary for Armor to adequately perform its obligations hereunder.

- 6.5. Armor Records Available to the Sheriff or Superintendent with Limitations on Disclosure.** With reasonable notice, Armor shall make available to the Sheriff or Superintendent, at the Sheriff's or Superintendent's request, all records, documents and other papers relating to the direct delivery of health care services to Inmates hereunder. The Sheriff and Superintendent understand that many of the systems, methods, procedures, written materials and other controls employed by Armor in the performance of its obligations hereunder are proprietary in nature and will remain the property of Armor. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by the Sheriff or Superintendent, except in connection with the delivery of health care services hereunder, and as permitted or required by law, unless such disclosure is approved in advance in writing by Armor.
- 6.6. Sheriff's and Superintendent's Records Available to Armor with Limitations on Disclosure.** During the term of this Agreement and for a three years thereafter, the Sheriff and Superintendent shall provide Armor, at Armor's request, Sheriff's and Superintendent's records relating to the provision of health care services to Inmates as may be reasonably requested by Armor or as are pertinent to the investigation or defense of any claim related to Armor's conduct. Consistent with applicable law, the Sheriff and Superintendent will make available to Armor such records as are maintained by the Sheriff or Superintendent, hospitals and other outside health care providers involved in the care or treatment of Inmates (to the extent the Sheriff or Superintendent has access to those records) as Armor may reasonably request. Any such information provided by the Sheriff or Superintendent to Armor that the Sheriff or Superintendent considers confidential and clearly labeled confidential shall be kept confidential by Armor and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the Sheriff or Superintendent.
- 6.7. Public Record Law.** In the event that Armor should assert any proprietary or confidential status to any of its systems, methods, procedures or written materials and other controls employed by Armor in the performance of its obligation pursuant to this Agreement, then Armor shall assess such claim on its own, and shall defend and hold harmless the County, the County's employees, officers, appointees and agents against all liabilities for Armor's failure to comply with the requirements of the law with regard to the release of records.
- 6.8. HIPAA Compliance.** To the extent HIPAA applies to Armor, Armor shall comply with those requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and amendments relating to Armor's responsibilities pursuant to this Agreement.

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ARTICLE VII: SECURITY

- 7.1. General.** Armor, the Sheriff and the Superintendent understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of Armor as well as for the security of the Inmates and the Sheriff's and Superintendent's staff, consistent with the correctional setting. The Sheriff and Superintendent will take all reasonable measures to provide sufficient security to enable Armor, County and their personnel, to safely and adequately provide the health care services described in this Agreement. Armor, County and their staff and personnel, understand that the Facilities in which services will be rendered are detention Facilities and that working in such Facilities involves inherent dangers. Armor, County and their staff and personnel further understand that the Sheriff and Superintendent cannot guarantee anyone's safety in the Facilities and nothing herein shall be construed to make the Sheriff and Superintendent, their officers or employees a guarantor of the safety of Armor or County employees, agents or subcontractors.
- (a) In the event that any recommendation by Armor for particular health services for any Inmate or transfers to a medical facility should not be implemented and carried out due to acts or omissions of the Sheriff or Superintendent, Armor will be released from professional liability for any damages resulting from any such decision on the part of the Sheriff or Superintendent, as long as the recommendation was made in writing.
- 7.2. Loss of Equipment and Supplies.** The County shall not be liable for loss of or damage to equipment and supplies of Armor, its agents, employees or subcontractors unless such loss or damage was caused by the negligence of the County or its employees.
- 7.3. Security During Transportation Off-Site.** The Sheriff or Superintendent will provide security as necessary and appropriate in connection with the transportation of any Inmate between the Facilities and any other location for off-site services as contemplated herein.

ARTICLE VIII: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

- 8.1. General.** The Sheriff and Superintendent agree to provide Armor with office space at the Facilities, the use of the equipment (including office furniture) currently being used at the Facilities to provide health care services to Inmates, and utilities (such as electricity, local phone and water) sufficient to enable Armor to perform its obligations hereunder. Armor will supply and be responsible for payment of long distance telephone carrier services and minor equipment (less than \$3,500 purchase price) within the Facilities for use of its personnel. The County will provide necessary maintenance and housekeeping of the office space at the Facilities. Armor agrees it has inspected the Facilities and medical office space at the Facilities and that such space and the Facilities can be utilized to perform the obligations required under this Agreement.
- 8.2. Delivery of Possession.** The Sheriff and Superintendent will provide to Armor, beginning on the date of commencement of this Agreement, possession and control of all

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medical and office equipment and supplies that are the County's property, in place at the Facilities health care units. At the termination of this or any subsequent Agreement, Armor will return to the County possession and control of all County owned equipment, in working order, reasonable wear and tear excepted, which were in place at the Facilities' health care unit prior to the commencement of services by Armor under this Agreement.

- 8.3. Maintenance and Replenishment of Equipment.** Armor will maintain all Armor owned equipment in working order and County shall maintain all County owned equipment in working order during the term of this Agreement. The County shall provide all reasonably required medical equipment with a value of \$3,501 or greater, necessary to provide health care services in the Facilities. Armor shall at its sole expense purchase all required medical and office equipment not provided by County to perform services pursuant to this agreement with a per item cost of \$3,500 or less. At the conclusion of the initial term and any renewal terms of this Agreement all equipment purchased by Armor may be purchase by the County for the then current market price less 10%. If the Agreement with Armor is terminated prior to the initial contract term and extensions, the County will be provided the opportunity to purchase the equipment at the current market price. Prior to the start of the initial contract period, the County shall provide Armor with a complete listing of all equipment within the medical units that will be available for Armor to use.
- 8.4. General Maintenance Services.** The Sheriff and Superintendent will provide for each Inmate receiving health care services at the Facilities the same services provided by the Sheriff and Superintendent to all other Inmates at the Facilities including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.
- 8.5. Supplies.** Armor warrants and represents that the quality and quantity of supplies on hand during this Agreement will be sufficient to enable Armor to perform its obligations hereunder, barring a significant deviation from standard usage (e.g., riot, natural disaster). Armor shall be responsible, at its sole expense, to purchase any and all additional office supplies needed, from time to time, to provide health services to the Inmates pursuant to the provisions of this Agreement.
- 8.6. Biohazardous Waste.** Armor shall be responsible, at its sole cost, for the proper disposal of all biohazardous medically generated waste occurring at the Facilities during the term of this Agreement.
- 8.7. Software and Electronic Information.** All software programs and other information technology purchased or developed by Armor and used in its performance of this Agreement are proprietary to and/or the property of Armor. The County shall not have any right, title or interest, in or to such property, except as otherwise provided in this paragraph. At the expiration or termination of this Agreement, Armor will allow the County to continue using Armor's EMR as long as the County pays the EMR provider's monthly per inmate fee, assuming the EMR provider agrees. If the County does not wish to continue utilizing Armor's EMR software, Armor shall provide the County with all

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Inmate data that has been stored electronically, in a relational database utilizing Sequel or Oracle and a PDF electronic copy of Inmates medical records and shall ensure that all paper Inmate medical records and electronic documents are complete and accurate.

ARTICLE IX: TERM AND TERMINATION OF AGREEMENT

- 9.1. Term.** This Agreement will be effective at 12:01 a.m. on January 1, 2017, as to the providing of services hereunder. The initial term of this Agreement shall be one (1) year. This Agreement may also only be revised and extended as mutually agreed upon by the parties.
- 9.2. Termination.** This Agreement may be terminated as provided in this Agreement or as follows:
- (a) Termination by Agreement. In the event that County and Armor mutually agree in writing, this Agreement may be terminated on the terms and date stipulated therein.
 - (b) Termination for Default. In the event the County or Armor shall give notice to the other that such other party has materially defaulted in the performance of any of its material obligations hereunder and such default shall not have been cured within thirty (30) days following the giving of such notice in writing, the party giving the notice shall have the right immediately to terminate this Agreement.
 - (c) Unrestricted right of termination. The County further reserves the right to terminate this Contract at any time for any reason by giving Armor thirty (30) days' written notice by Certified Mail of such termination. In the event of said termination, Armor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice. Upon said termination, Armor shall be paid for all services rendered through the date of termination.
 - (d) Annual Appropriations and Funding. Both parties acknowledge that the performance of this Agreement and payment for medical services to Armor pursuant to this Agreement is predicated on the continued annual appropriations by the Board of Supervisors of Milwaukee County to meet the medical needs of the Inmates in the facilities and the Sheriff's and Superintendent's ability to perform under this Agreement.
 - (e) Armor may terminate if the County falls more than 45 days behind on timely payment to Armor. Armor may also terminate without cause by providing the County with no less than 180 days advance written notice.
- 9.3. Responsibility for Inmate Health Care.** Upon termination of this Agreement, all of Armor's responsibility for providing health care services to all Inmates, including Inmates receiving health care services at sites outside the Facilities, will terminate.

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- 9.4. Owner of Documents Upon Early Termination.** Upon early termination of this Agreement prior to its expiration, copies of all finished or unfinished documents, studies, correspondence, reports or other products prepared by Armor for County shall be provided to the County.

ARTICLE X: COMPENSATION

- 10.1. Base Compensation.** For each one year term of this Agreement, the base monthly compensation shall be invoiced in advance of the month in which services are provided. The County shall pay the base monthly compensation invoice within 45 days of receipt of said invoice. All monthly adjustments (e.g., withholds, per diems) shall be invoiced or credited, as the case may be, the following month. In the event this Agreement should terminate or be amended on a date other than the end of any calendar month, compensation to Armor will be prorated accordingly based on the fractional portion of the month during which Armor actually provided services. Any properly submitted invoice not paid within 45 days from receipt shall accrue interest at 1.5% per month until paid in full.

- (a) For the one year term (1/1/17 thru 12/31/17) of this Agreement, the County shall pay to Armor the base price sum of \$16,158,442 for an average daily inmate resident population up to 2600, payable in twelve (12) equal monthly installments. Furthermore, if funding is available and the contract is renewed, effective on January 1, 2018, Armor compensation will increase by an amount mutually agreed upon by the parties. For each Inmate in excess of 2700 average daily inmate resident population, the County shall pay Armor a per diem of \$1.69. For each Inmate below 2300 average daily inmate resident population, Armor shall credit County a per diem of \$1.69.
- (b) The Parties hereto acknowledge there may be legal and/or public challenges to the implementation of Armor services called for under this Agreement. Should Armor be required to suspend, in whole or in part, or terminate services due to such challenge, or otherwise at the request of the County, the County shall pay Armor on a pro rata basis for services incurred up to the date services are suspended or terminated. Should Armor recommence services (in whole or in part) after services have been suspended (in whole or in part) or terminated, the County shall pay Armor's actual startup costs incurred to resume provision of services. Armor shall invoice County for such actual costs together with reasonable supporting documentation.

- 10.2. Inmate Population.** The average daily inmate resident population shall be based upon the midnight count taken each day. The average daily inmate resident population counts are added for each day of the month and divided by the number of days in the month to determine the average monthly inmate population. The excess, if any, over the inmate population caps will be multiplied by the per diem rate and the number of days in the month to arrive at the increase in compensation payable to Armor for the month.

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- (a) Should the Sheriff or Superintendent designate any other facility requiring the provision of health care services by Armor, the parties agree to negotiate the additional staff and compensation prior to Armor commencing services at the newly designated facility.

10.3 Failure to Perform/Reimbursement. For any services required to be performed by Armor under this Agreement, but that are performed by the County due to Armor's failure to perform, Armor shall reimburse County for those expenses and, to the extent possible, such expenses shall be credited to the County on the monthly payment due Armor under this Agreement.

10.4. Penalties.

I. Penalties to which Armor is subject are as follows:

- (a) Armor shall not be liable for a penalty when Armor's failure arises as a result of any reason beyond its control, including but not limited to physical facility limitations, lockdowns, strikes or labor disputes, inmate disturbances, acts of God, failure of County to fulfill County responsibilities under this Agreement, or any other similar causes beyond the reasonable control of Armor.
- (b) The County may assess Armor, on a monthly basis, a fine of One Hundred Fifty and 00/100 Dollars (\$150.00) for each Inmate History and Physical Examination not completed within the required fourteen (14) days after the day of booking. This fine will not be assessed if Armor's staff does not have reasonable access to any inmate in order to complete the history or examination.
- (c) The County may assess Armor, on a monthly basis, a fine of One Hundred Fifty and 00/100 Dollars (\$150.00) for each booking intake screening not initiated within 60 minutes of notification and reasonable opportunity to complete. In situations involving a mass arrest resulting in a large influx of new prisoners (ten (10) people or more) being processed in the booking area, the sixty (60) minute booking requirement will be reasonably extended to no more than an additional sixty (60) minutes.
- (d) The County may assess Armor, on a monthly basis, a fine of One Hundred Fifty and 00/100 Dollars (\$150.00) for each hospital readmission during the previous month deemed not to be medically necessary by a competent correctional healthcare physician.
- (e) The County may assess Armor, on a monthly basis, a fine of One Hundred Fifty and 00/100 Dollars (\$150.00) for each Armor subcontractor invoice not paid within 45 days of receipt of a clean invoice, unless the County has failed to timely pay Armor as set forth herein.

10.6. Inmates from Other Jurisdictions. Medical care rendered within the Facilities to Inmates from other jurisdictions housed in the Facilities pursuant to contracts between the Sheriff or Superintendent and such other jurisdictions will be the responsibility of Armor.

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Armor will arrange medical care that cannot be rendered in the Facilities, but Armor shall have no financial responsibility for such offsite services.

10.7. Responsibility for Work Release Inmates. Notwithstanding any other provisions of this Agreement to the contrary, both parties agree that Inmates assigned to the work release program who are not housed at the Jail are personally responsible for the costs of any medical services provided to them. Armor may assist with arranging the necessary medical transportation for Inmates participating in the work release program who are not housed at the Jail to obtain medical care.

10.8. Changes in the Law. If any statute, rule or regulation is passed or any order, legal mandate or decree issued or any statute or guideline adopted which materially increases the cost to Armor of providing health care services pursuant to this Agreement, Armor and the County will mutually agree on additional compensation to be paid by the County to Armor as a result of such changes.

ARTICLE XI: LIABILITY AND RISK MANAGEMENT

Armor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees, board, or volunteers. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, Commercial General Liability (which includes board, staff, and volunteers), Automobile Liability and Professional Liability in the minimum amounts listed below.

Automobile insurance that meets the minimum limits as described in the Agreement is required for all vehicles (owned, non-owned, and/or hired). In addition, if any employees of Armor use their personal vehicles to transport County employees, representatives or clients, or for any other purpose related to the Agreement, those employees shall have Automobile Liability Insurance providing the same liability limits as required herein through any combination of employee Automobile Liability and employer Automobile or General Liability Insurance which in the aggregate provides liability coverage, while employee is acting as agent of employer, on the employee's vehicle in the same amount as required of Armor.

Armor shall maintain Professional Liability coverage as listed below.

It being further understood that failure to comply with insurance requirements might result in suspension or termination of the Agreement.

Type of Coverage	Minimum Limits
<u>Wisconsin Workers' Compensation</u> or Proof of all States Coverage	Statutory Waiver of Subrogation
<u>Employers' Liability</u>	\$100,000/\$500,000/\$100,000

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Commercial General Liability

Bodily Injury & Property Damage	\$1,000,000 – Per Occurrence
Incl. Personal Injury, Fire, Legal Contractual & Products/Completed Operations	\$2,000,000 – General Aggregate

Automobile Liability

Bodily Injury & Property Damage All Autos – Owned, Non-Owned and/or Hired	\$1,000,000 Per Accident
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Uninsured Motorists	Per Wisconsin Requirements
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Professional Liability

To include Certified/Licensed Mental Health and Licensed Physician or any other qualified healthcare provider as required by State Statute	\$1,000,000 Per Occurrence \$5,000,000 Annual Aggregate
---	--

Cyber Liability

\$1,000,000 Per Occurrence \$2,000,000 Annual Aggregate
--

Milwaukee County shall be named as an “additional insured” on Armor’s Certificate of Insurance for general liability, and automobile insurance. Milwaukee County must be afforded a thirty day (30) written notice of cancellation or non-renewal. Disclosure must be made of any non-standard or restrictive additional insured endorsement. Certificates indicating the above coverages shall be submitted to the County. A waiver of subrogation is required on the Workers’ Compensation policy, excluding negligent acts and omissions of the County.

Professional Liability insurance shall include coverage for errors, omissions, and negligent acts related to the rendering of said professional services with limits not less than \$1,000,000 per claim and \$5,000,000 in the aggregate with separate limits for the entity..

If Armor’s Professional Liability insurance is underwritten on a Claims-Made basis, the Retroactive date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that *professional malpractice or errors and omissions coverage, if the services being provided are professional services* coverage is Claims-Made and indicate the Retroactive Date. Armor shall maintain coverage for the duration of this agreement and for five (5) years following the completion of this agreement.

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It is also agreed that on Claims-Made Professional Liability policies, either Armor or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the County.

Binders are acceptable preliminarily during the provider application process to evidence compliance with the insurance requirements.

All coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the Milwaukee County Risk Manager for approval prior to the commencement of activities under the contract.

Milwaukee County Risk Manager
Milwaukee County Courthouse – Room 302
901 N. 9th St.
Milwaukee, WI 53233

The insurance requirements contained within this agreement are subject to periodic review and adjustment by the County Risk Manager. Increased or additional requirements at the request of Milwaukee County made during the contract term resulting in a change in cost to Armor shall be reimbursed by the County within 45 days of receipt of invoice for requested insurance changes.

ARTICLE XII: MISCELLANEOUS

- 12.1. Independent Contractor Status.** The parties acknowledge that Armor is an independent contractor and that all medical care decisions will be the sole responsibility of Armor. Nothing in this Agreement is intended, nor shall they be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, joint employer or any other relationship allowing the County to exercise control or direction over the manner or method by which Armor, its employees, agents, assignees or its subcontractors perform hereunder. If Armor is held to be a joint employer of County employees for any reason, the County shall defend, indemnify and hold harmless Armor for any and all costs and damages resulting there from, except for costs and damages directly arising from Armor's direct negligence or intentional wrongful acts.
- 12.2. Badges and/or Visitor Passes.** All Armor employees will wear identification badges at all times in a visible manner. Armor shall return identification badges and/or visitor passes immediately after an employee's, subcontractor's, independent contractor's or per diem employee's resignation, removal, termination, or reassignment.

Contract for Inmate Health Services for
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- 12.3. Subcontracting.** Any subcontract shall include the obligations contained in this Agreement, and shall not relieve Armor of its obligation to provide the services and be bound by the requirements of this Agreement. The County and Armor each binds itself, its successors, assigns and legal representatives to the other party hereto and to the successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.
- 12.4. Notice.** Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered according to this section. Delivery shall be by overnight courier or certified or registered mail, return receipt requested postage prepaid, and addressed to the appropriate party at the following address:

Notice to Sheriff

Richard Schmidt
Inspector
Milwaukee County Jail
949 North 9th Street
Milwaukee, WI 53233

Notice to Armor

Bruce Teal, CEO and
Kenneth Palombo, COO
Armor Correctional Health Svcs. Inc.
4960 S.W. 72nd Ave, Suite 400
Miami, Florida 33155

Notice to Superintendent

Michael Hafemann
Superintendent, HOC
8885 S. 68th St.
Franklin, WI. 53132

Notice to Milwaukee County

Teig Whaley-Smith
Director, DAS
901 N. 9th St. Room 308
Milwaukee, WI. 53233

Or to such other respective addresses as the parties may designate to each other in writing from time to time.

- 12.5. Entire Agreement.** This Agreement and exhibits attached specifically incorporated herein constitute the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendments to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, requests for proposal, proposals, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.
- 12.6. Amendment.** This Agreement may be amended or revised only in writing and signed by all parties.
- 12.7. Mediation of Disputes.** Prior to bringing any lawsuit under this Agreement, the parties hereto agree to submit any and all disputes to pre-suit mediation under the Wisconsin Rules for Certified and Court-Appointed Mediators and the Wisconsin Rules of Civil Procedure, together with the rules of the American Arbitration Association or the

Contract for Inmate Health Services for
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Foundation for Dispute Resolution. The parties agree to share equally the cost of the mediation.

- 12.8. Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 12.9. Other Contracts and Third-Party Beneficiaries.** The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third party beneficiaries hereof.
- 12.10. Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- 12.11. Force Majeure.** Neither party shall be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused by, without limitation, acts of nature, acts of public enemy, fire, explosion, government regulation, civil or military authority, acts or omissions of carriers or other similar causes beyond its control.
- 12.12. Default.** Unless Armor's performance is specifically exempted by this Agreement, County shall be entitled to a credit or reimbursement for any reasonable cost the County incurs for any medical services required to be performed by Armor when and to the extent that Armor shall fail to perform (excluding failures caused by County employees) and a thirty (30) day cure period has passed. The credit or reimbursement provided for in this section shall not be deemed to be the sole remedy of the County and the County is otherwise entitled to seek all other lawful remedies the County is entitled to under this Agreement, including any and all damages stemming from the failure of Armor to pay as is required under this Agreement.
- 12.13. Permits and License.** Armor acknowledges that it will maintain all relevant permits and licenses required for Armor to perform the services required by this Agreement, except those required and held by the County (e.g., pharmacy) or required of County employees. This will include, but not be limited to licenses and permits for radiology (as allowed by law). Armor shall ensure that all individuals or entities performing the services required under this Agreement, excluding County employees but including Armor employees, agents, assignees, subcontractors or independent contractors shall be appropriately licensed, registered or certified as required by applicable law. Armor and the County shall notify the other party of any revocation, suspension, termination, expiration, restrictions, etc., of any required license, registration or certification of any individual or entity to perform the services herein specified.

Contract for Inmate Health Services for
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- 12.14. Liaison.** The Sheriff or Superintendent or their designees (so designated in writing by the Sheriff and Superintendent) shall be the liaison with Armor for each Facility.
- 12.15. Authority.** Each party hereto expressly represents and warrants that the person executing this Agreement is the legal, valid and binding representative of each party.
- 12.16. County's Correctional Healthcare Advocate.** The County may, if deemed necessary by the Sheriff or Superintendent, designate a Correctional Health Care Monitor (should the *Christensen* Decree cease) who will be its representative and who shall require Armor to meet all contract requirements; monitor Armor's compliance and any corrective action to resolve areas of non-compliance or deficiencies; recommend liquidated damages/penalties based on non-compliance and as set forth within this Agreement; and facilitate any dispute resolution.

If Milwaukee County is no longer under a court ordered consent decree that provides minimum service levels for the inmate medical and mental health programs at the County Jail and House of Correction, the County will, at its own expense, hire a qualified medical professional to review service levels one (1) time each calendar year. This review will be conducted to determine whether or not the inmate medical and mental health service levels are being maintained at a level that reflects industry best practices as provided in the medical and mental health standards promulgated by the National Commission on Correctional Health Care (NCCHC). The vendor must fully participate in this once a year review and at all times work in cooperation with the County retained medical professional. Following each medical/mental health service levels review, if any deficiencies in service levels are identified the applicable party (County, vendor or both) will initiate corrective action to eliminate said deficiencies as expeditiously as possible.

- 12.17. Appearances.** Armor's representatives shall cooperate with the County as necessary for required court appearances related to medical services at the Facilities, which Armor staff time shall be counted toward hours worked.
- 12.18. Civic Groups.** Upon mutual agreement of the County and Armor, Armor shall discuss the services provided under this Agreement with local civic groups or visiting officials.
- 12.19. Facilities.** The Sheriff and Superintendent may prohibit entry to any Facilities or remove from Facilities any of Armor's subcontractors, independent contractors or employees who do not perform their duties in a professional manner, who violate the security regulations and procedures of the Sheriff or Superintendent, or who present a security risk or threat as determined in the sole discretion of the Sheriff or Superintendent. The Sheriff and Superintendent reserve the right to search any person, property or article entering any Facilities. Armor's employees, independent contractors, and subcontractors, their desks, lockers, personal effects, and vehicles parked in the premises are subject to search at any time. Sheriff and Superintendent reserve the right to require drug and alcohol testing of independent contractors or employees for due cause at the expense of the Sheriff or Superintendent.

Contract for Inmate Health Services for
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- 12.20. Computer Security.** Armor shall use its best efforts to ensure that any of its actions do not corrupt or infect any of County's computer equipment, computer software, data files, or databases. Any costs to the County for corruption and infection due to Armor employees' use thereof will be borne by Armor.
- 12.21. Media Requests.** If media requests are received, Armor may be responsible for responding to the media after coordinating its response with Sheriff's or Superintendent's Public Information Office.
- 12.22. Emergency Notification.** Armor shall promptly notify the Sheriff or Superintendent of any unusual illnesses, any emergency care, any Inmate death, and any potential media concern.
- 12.23. Infection Control.** Armor shall implement an infection control program which includes but is not limited to concurrent surveillance of staff and Inmates, prevention techniques, treatment, and reporting of infections in accordance with local, state and federal laws, OSHA and Governing Standards.
- 12.24. Inmate Grievances, Complaints.** Inmate complaints or grievances regarding services under this Agreement shall be forwarded to the Armor's Health Services Administrator or designee who shall in writing confirm receipt of the complaint or grievance, and promptly review the complaint or grievance, gather all information concerning the complaint or grievance, and take appropriate action in accordance with the Sheriff's or Superintendent's grievance procedures. Armor shall respond to all Inmate complaints or grievances concerning services under this Agreement within seventy-two (72) hours of Armor's receipt of such complaint or grievance and provide written notice to the Captain (or their designee) in charge of grievances at the County jail and HOC at the time of the response, confirming compliance with this provision.
- 12.25. Utilization Review.** Armor shall implement and operate a Utilization Review Program for the County.
- 12.26. Comprehensive Quality Improvement.** Armor shall develop a comprehensive quality improvement program of regularly scheduled audits of all Inmate health care services provided under the Agreement, documentation of deficiencies, and plans for correction of deficiencies. The quality improvement plan shall include a provision for program and contract monitoring (peer review) by one or more "outside" detention health care consultant(s) on an annual basis. The results of the outside consultant's review(s) shall be shared with the County and available for NCCHC review accreditation. Armor shall bear all costs associated with the outside consultants.
- 12.27. Emergency Medical Disaster Plan.** Subject to the approval of the Sheriff and Superintendent, Armor shall maintain procedures from the start date of this Agreement for the delivery of medical services in the event of a disaster, including but not limited to, fire, tornado, hurricane, epidemic, riot, strike or mass arrests. Such procedures shall be

Contract for Inmate Health Services for
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maintained and/or modified by Armor's Medical Director working closely with the Sheriff's and Superintendent's staff and may include:

- (a) Communications system;
- (b) Recall of key staff;
- (c) Assignment of health care staff;
- (d) Establishment of command post;
- (e) Safety and security of the patient and staff areas;
- (f) Use of emergency equipment and supplies to include automatic external defibrillators (AED's);
- (g) Establishment of a triage area;
- (h) Triage procedures;
- (i) Medical records-Identification of injured

12.28 Indemnity. Each party agrees to indemnify, defend and hold harmless, the other (the indemnified party), and their agents, officers and employees, from and against all loss or expense including costs and attorney's fees (for attorneys provided by or approved by Armor), by reason of liability for damages including suits at law or in equity, caused by the indemnifying party's wrongful, intentional, or negligent act or omission, or its (their) agents which may arise out of or are connected with the activities covered by this Agreement.

12.29 County ownership of Data. Upon completion of the work or upon termination of the contract, it is understood that any reports, information and data, given to or prepared or assembled by Armor under this Contract shall not be made available to any individual or organization by Armor without the prior written approval of the County. No reports or documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Armor.

12.30 Records and Audits Pursuant to §56.30(6)(d) of the Milwaukee County Code of Ordinances, Armor shall allow Milwaukee County, the Milwaukee County Department of Audit, or any other party the Milwaukee County may name, when and as they demand, to audit, examine and make copies of records in any form and format, meaning any medium on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by Armor, including not limited to, handwritten, typed or printed pages, maps, charts, photographs, films, recordings, tapes (including computer tapes), computer files, computer printouts and optical disks, and excerpts or transcripts from any such records or other information directly relating to matters under this Agreement, all at cost to Milwaukee County, unless such request is unreasonable, in which case Armor shall provide a cost to comply. Any subcontracting by Armor in performing the duties described under this contract shall subject the subcontractor and/or associates to the same audit terms and conditions as Armor. Armor (or any subcontractor) shall maintain and make available to Milwaukee County the aforementioned audit information for no less than five years after the conclusion of each contract term.

12.31 Assignment This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other, which consent shall not be unreasonably withheld

Contract for Inmate Health Services for
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- 12.32 Prohibited practices** Armor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, an officer, or employee or his immediate family, may not solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."
- 12.33 Christensen Decree** The parties agree that, unless otherwise addressed in this Agreement (e.g., section 10.8), all terms and conditions of the *Christensen Decree (Christensen v. Milwaukee County, Case No. 96-CV-1835)* existing at the time this original contract commenced must be met or exceeded and maintained through the entire term of the contract and subsequent extensions, unless such Decree is terminated earlier.
- 12.34 Authority** This Agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by all parties hereto. Armor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules, regulations and orders.
- 12.35 Authorization** The County has executed this Contract pursuant to the Order of the Milwaukee County Circuit Court.
-

Contract for Inmate Health Services for
Milwaukee County

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day,
month and year first above written.**

Approved for execution:

DocuSigned by:
By: Colleen Foley Date: 1/13/2017
CC96FF9883584BB...
Corporation Counsel

Reviewed:

DocuSigned by:
By: [Signature] Date: 1/17/2017
E454E4CA2D21452...
Risk Management

Approved:

DocuSigned by:
By: Rick Norris Date: 1/17/2017
AD4C84D4023E450...
Community Business Development Partners

Approved:

DocuSigned by:
By: Ken Palombo Date: 1/20/2017
8E31AA0773CB426...
Kenneth Palombo, Armor

Approved:

DocuSigned by:
By: [Signature] Date: 1/23/2017
2E580B33A2CC443...
County Executive

Approved as to Sec. 59.255(2)(e), Wis. Stats.:

DocuSigned by:
By: [Signature] Date: 1/23/2017
F7354A95DB0643E...
Comptroller

Approved:

DocuSigned by:
By: Michael Hafmann Date: 1/18/2017
163D6E05C8FF4A0...
Superintendent

Approved as to Wis. Stats. § 59.41:

DocuSigned by:
By: Colleen Foley Date: 1/24/2017
CC96FF9883584BB...
Corporation Counsel

Approved:

By: _____ Date: _____
Office of the Sheriff

Contract for Inmate Health Services for
Milwaukee County

Exhibit A

The Positions identified below are included in Armor's Base Compensation set forth in section 10.1(a).

Position	Armor FTEs Effective 1/1/16
Health Service Administrator	1.00
Medical Director	1.00
Physician	1.50
ARNP	10.00
Director of Nursing	2.00
Assistant Director of Nursing	0.00
RN-Quality Assurance	1.00
RN-Infection Control	1.00
RN-Staff Development	2.00
RN-Supervisor	6.50
RN	31.00
LPN	26.00
CMA	6.00
Unit Clerk	5.00
Administrative Assistant	2.00
Medical Records Supervisor	1.00
Medical Records Clerk	5.60
Chief Psychiatrist	1.00
Psychiatrist	0.20
Psych ARNP	4.00
Director of Mental Health	1.00
Psychologist	1.00
Psychiatric Social Worker Supervisor	2.00
Psychiatric Social Worker	10.00
Case Management	3.00
RN-MH	2.00
Dentist	1.00
Dental Assistant	1.00
Total Hours/FTE	128.80



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

Participation Recommendation

To be completed by project owner. Please, direct questions regarding this form to CDBP, 414-278-4851 or
cbdpcplliance@milwaukeecountywi.gov

FUNDING SOURCE

Local State Federal Grant If Federally Funded, what percentage? _____ %
Federal Source of Funds: FAA FTA DOT (Includes WisDOT) Other: Operating Budget

CONTACT INFORMATION

Contract Administrator: June Jackson Phone: 414-427-4710 Date: 12/09/2016
Email Address june.jackson@milwaukeecountywi.gov Fund: 001 Agency: 4300 Org No. 430

PROJECT INFORMATION

Project Name: ARMOR2017 Project No.: ARMOR2017
Contract Scope/Project Description (attach scope/description of work or estimating sheet):

Contracting Opportunities (List NAICS codes): _____

RFP/BID will be used (Yes/No) No Advertising Date: _____ Bid/Proposal Due Date: _____

TYPE OF PROJECT

Professional Services	Estimated Amount	Recommended Participation	
	\$ <u>16,158,442</u>	<u>\$0.</u>	
Construction Related	Estimated Amount	Estimated Allowance	Recommended Participation
	\$ _____	\$ _____	_____ %
	\$ _____	\$ _____	_____ %

APPROVALS

Is county board approval required? No Resolution #: NA (attach resolution)

WAIVER REQUEST

Request for a goal of 0% requires signature of department head, a full scope of project and explanation.
Explanation: This contract is exempt. It a court-ordered contract per Christenson Decree.

HOC/June Jackson
Department/Division Administrator Name June Jackson Signature June Jackson Date 12/09/16

CBDP USE ONLY

Concur with Recommendation or provide the following goals: _____ %
This contract is exempt from a participation goal: Yes No

Approved: Rich Davis Date: 12/12/2016

NAICS CODE	DESCRIPTION
212319	Other Crushed & Broken Stone Mining & Quarrying
212321	Construction Sand & Gravel Mining
212322	Industrial Sand Mining
236117	New Housing Operative Builders
236118	Residential Remodelers
236210	Industrial Building Construction
236220	Commercial & Institutional Building Construction
237110	Water & Sewer Line & Related Structures Construction
237120	Oil & Gas Pipeline & Related Structures Construction
237130	Power & Communication Line & Related Structures Construction
237310	Highway, Street & Bridge Construction
237990	Other Heavy & Civil Engineering Construction
238110	Poured Concrete Foundation & Structure Contractors
238120	Structural Steel and Precast Concrete Contractors
238130	Framing Contractors
238140	Masonry Contractors
238150	Glass and Glazing Contractors
238160	Roofing Contractors
238170	Siding Contractors
238190	Other Foundation, Structure & Building Exterior Contractors
238210	Electrical Contractors & Other Wiring Installation Contractors
238220	Plumbing, Heating & Air-Conditioning Contractors
238290	Other Building Equipment Contractors
238310	Drywall & Insulation Contractors
238320	Painting and Wall Covering Contractors
238330	Flooring Contractors
238340	Tile & Terrazzo Contractors
238350	Finish Carpentry Contractors
238390	Other Building Finishing Contractors
238910	Site Preparation Contractors
238990	All Other Specialty Trade Contractors
323114	Quick Printing
323116	Manifold Business Forms Printing
323117	Books Printing
323119	Other Commercial Printing
325998	All Other Miscellaneous Chemical Product & Preparation Manufacturing
327215	Glass Product Manufacturing Made of Purchased Glass
327320	Ready-Mix Concrete Manufacturing
331210	Iron & Steel Pipe & Tube Manufacturing from Purchased Steel
332116	Metal Stamping
332311	Prefabricated Metal Building & Component Manufacturing
332312	Fabricated Structural Metal Manufacturing
332321	Metal Window & Door Manufacturing
332322	Sheet Metal Work Manufacturing
332323	Ornamental & Architectural Metal Work Manufacturing
332510	Hardware Manufacturing
423210	Furniture Merchant Wholesalers
423310	Lumber, Plywood, Millwork & Wood Panel Merchant Wholesalers
423320	Brick, Stone & Related Construction Material Merchant Wholesalers
423330	Roofing, Siding & Insulation Material Merchant Wholesalers
423390	Other Construction Material Merchant Wholesalers
423510	Metal Service Centers & Other Metal Merchant Wholesalers
423610	Electrical Apparatus & Equipment, Wiring Supplies & Related Equipment Merchant Wholesalers
423690	Other Electronic Parts & Equipment Merchant Wholesalers
423710	Hardware Merchant Wholesalers
423720	Plumbing & Heating Equipment & Supplies (Hydronics) Merchant Wholesalers
423730	Warm Air Heating & Air-Conditioning Equipment & Supplies Merchant Wholesalers

423740	Refrigeration Equipment & Supplies Merchant Wholesalers
423840	Industrial Supplies Merchant Wholesalers
443120	Computer & Software Stores
445299	All Other Specialty Food Stores
453110	Florists
453210	Office Supplies and Stationery Stores
453998	All Other Miscellaneous Store Retailers (except Tobacco Stores)
454210	Vending Machine Operators
454390	All Other Direct Selling Establishments
485991	Special Needs Transportation
485999	All Other Transit & Ground Passenger Transportation
488410	Motor Vehicle Towing
492110	Couriers & Express Delivery Services
492210	Local Messengers & Local Delivery
493110	General Warehousing & Storage
517110	Wired Telecommunications Carriers (except Satellite)
523120	Security Brokers and Dealers
523930	Investment Advice
524210	Insurance Agents, Brokers and Service
524291	Claims Adjusting
524292	Third Party Administration of Insurance
532490	Equipment Rental and Leasing, NEC
541110	Office Administrative Services
541211	Accounting, Auditing and Bookkeeping
541213	Tax Return Preparation Services
541219	Accounting Services/Other
541310	Architectural Services
541320	Landscape Architectural Services
541330	Engineering Services
541340	Drafting Services
541360	Geophysical Surveying & Mapping Services
541370	Surveying & Mapping (Except Geophysical) Services
541380	Testing Laboratories
541410	Interior Designs Services
541420	Industrial Design Services
541430	Commercial Art and Graphic Design / Graphic Design Services
541511	Custom Computer Programming Services
541512	Computer Systems Design Services
541513	Computer Facilities Management Services
541611	Management Consulting Services
541613	Marketing Consulting Services
541618	Other Management Consulting Services
541620	Environmental Services
541730	Landscape Services (lawn care, sod laying, seeding, installations, etc.)
541810	Advertising Agencies
541820	Public Relations Services
541860	Direct Mail Advertising Services
541910	Educational Research Commercial
541922	Photographic Services
541930	Translation and Interpretation Services
561110	Legal Services
561210	Facilities Support Services
561320	Temporary Help Services
561410	Computer Process/Data Preparation and Processing
561439	Photocopying and Duplicating Services
561440	Collection Services
561510	Travel Agencies

ADDENDUM TO DBE-12: SCOPE OF PROJECT – ARMOR 7

As stated in the contract, below is a summary of the background and scope of the Armor contract with Milwaukee County.

WHEREAS, pursuant to the Order of the Milwaukee County Circuit Court in the case of Christensen v. Milwaukee County et al., the County is required to enter into this contract to obtain reasonably necessary health care (including medical, dental and mental health services) for detainees and inmates in the physical care, custody and control of the Sheriff at Milwaukee County Jail (hereinafter "Jail") and of the Superintendent at the Milwaukee County House of Correction (hereinafter "HOC"), collectively herein known as the "Facilities"; and

WHEREAS, the Sheriff has responsibility to provide medical care for Inmates in his physical care, custody and control at the Jail and the Superintendent has responsibility to provide medical care for Inmates in his physical care, custody and control at the HOC; and

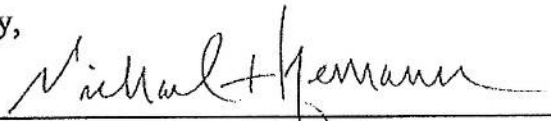
WHEREAS, references in this Agreement to "Sheriff" or "Superintendent" are understood to constitute a reference to each individual in their responsibility for the provision of medical care to Inmates in the respective Facility identified previously; and

WHEREAS, Armor is in the business of providing correctional health care services and agrees to provide such services for the County under the terms and conditions of this Agreement relative to detainees and inmates in the physical care, custody and control of the Sheriff and Superintendent and housed at the Facilities.

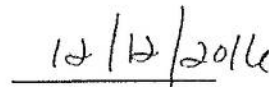
Scope of General Services. The responsibility of Armor for providing health care commences once an individual becomes an Inmate, as defined in Section I.I of the contract. Armor has no responsibility and shall not be liable for any health care or costs associated with any individual prior to becoming an Inmate. While Armor has no financial obligation for individuals booked offsite, if the Sheriff or Superintendent notifies a duly appointed member of the on-site Armor staff of any booking performed outside the Facilities, Armor will use reasonable efforts to manage offsite care and reduce offsite costs by providing utilization management for those individuals booked offsite and receiving inpatient care prior to becoming an Inmate.

As this is a court-ordered contract, the County cannot require DBE participation at this time. Therefore, we are requesting an exemption.

Sincerely,



Michael Hafemann, Superintendent



Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Qualitas Insurance Group 4960 SW 72 Avenue Suite 305 Miami, FL 33155 Nicholas Valverde	CONTACT NAME: Destiny Kaiser PHONE (A/C, No. Ext): 786-542-9188 FAX (A/C, No.): 786-801-1163 E-MAIL ADDRESS: dkaiser@q-ig.com														
INSURED Armor Correctional Health Services, Inc. 4960 SW 72nd Ave, Suite 400 Miami, FL 33155	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Underwriters at Lloyds London</td> <td style="text-align: center;">15792</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Underwriters at Lloyds London	15792	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Underwriters at Lloyds London	15792														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		W1D8AD170101	12/31/2016	12/31/2017	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input checked="" type="checkbox"/> Professional Liability			W1D8AD170101	12/31/2016	12/31/2017	MED EXP (Any one person)	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 5,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE	\$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y / N				OTH-ER	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> N / A				E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Cyber Liability			492273	12/31/2016	12/31/2017	Ea Claim	1,000,000
							Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as an additional insured as required by written contract. 30 Day Written Notice of Cancellation or Non-Renewal Applies to Certificate Holder. Professional Liability is on a claims made basis. Retroactive Date: 12-31-2016

CERTIFICATE HOLDER

CANCELLATION

Milwaukee County Risk Manager 901 N 9th Street Milwaukee, WI 53233	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

Certificate Of Completion

Envelope Id: AB40274A7C4C4D87930B4C0D9DE8B957 Status: Completed
 Subject: Please DocuSign: Armor Contract Milwaukee 2017.docx, Armor DBE form 2017.pdf, 2017 Armor 1684 f...
 Source Envelope:
 Document Pages: 36 Signatures: 8 Envelope Originator:
 Supplemental Document Pages: 0 Initials: 0 June Jackson
 Certificate Pages: 6 Payments: 0 633 W. Wisconsin Ave.
 AutoNav: Enabled Suite 901
 Enveloped Stamping: Enabled Milwaukee, WI 53203
 Time Zone: (UTC-08:00) Pacific Time (US & Canada) jjackson@milwcnty.com
IP Address: 204.194.251.5


Record Tracking

Status: Original Holder: June Jackson Location: DocuSign
 12/22/2016 11:40:21 AM jjackson@milwcnty.com

Signer Events

	Signature	Timestamp
Colleen Foley colleen.foley@milwaukeecountywi.gov Interim Corporation Counsel Security Level: Email, Account Authentication (None)	 <small>DocuSigned by: Colleen Foley CC95FF9883584BB</small> Using IP Address: 75.9.78.231	Sent: 1/13/2017 2:45:30 PM Viewed: 1/13/2017 2:50:10 PM Signed: 1/13/2017 2:51:00 PM

Electronic Record and Signature Disclosure:
 Accepted: 1/13/2017 2:50:10 PM
 ID: 6ffad8be-97c2-4143-b4ed-fecba0ad7251

Rick Norris rick.norris@milwaukeecountywi.gov CBDP Director Milwaukee County Security Level: Email, Account Authentication (None)	 <small>DocuSigned by: Rick Norris AD4C84D4023E450</small> Using IP Address: 204.194.251.5	Sent: 1/13/2017 2:51:02 PM Viewed: 1/17/2017 6:27:33 AM Signed: 1/17/2017 6:28:21 AM
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Electronic Record and Signature Disclosure:
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 ID:

Amy Pechacek amy.pechacek@milwaukeecountywi.gov Director of Risk Management Milwaukee County Security Level: Email, Account Authentication (None)	 <small>DocuSigned by: Amy Pechacek E454E4CA2D21452</small> Using IP Address: 75.9.77.213 Signed using mobile	Sent: 1/17/2017 6:28:23 AM Viewed: 1/17/2017 6:46:22 PM Signed: 1/17/2017 6:48:51 PM
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Michael Hafemann michael.hafemann@milwaukeecountywi.gov Security Level: Email, Account Authentication (None)	 <small>DocuSigned by: Michael Hafemann 163D6E05C8FFA40</small> Using IP Address: 204.194.251.5	Sent: 1/17/2017 6:48:54 PM Viewed: 1/18/2017 6:29:01 AM Signed: 1/18/2017 6:31:57 AM
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Electronic Record and Signature Disclosure:
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 ID: a204148e-e6bd-44a6-8282-473bc0756620

Signer Events

Ken Palombo
 KPALOMBO@armorcorrectional.com
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 RE31AA0773CB426

Using IP Address: 68.47.252.4

Timestamp

Sent: 1/18/2017 6:31:59 AM
 Viewed: 1/20/2017 5:27:46 AM
 Signed: 1/20/2017 11:05:08 AM

Electronic Record and Signature Disclosure:
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 ID:

Scott B. Manske
 comptrollersignature@milwcnty.com
 Comptroller
 Milwaukee County
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 F7354A85DB0643E

Using IP Address: 204.194.251.5

Sent: 1/20/2017 11:05:11 AM
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 Signed: 1/23/2017 7:56:45 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

Chris Abele
 cabele@milwcnty.com
 County Executive
 Milwaukee County
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 2E580B33A2CC443

Using IP Address: 204.194.251.5

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 Signed: 1/23/2017 12:14:43 PM

Electronic Record and Signature Disclosure:
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 ID:

Colleen Foley
 colleen.foley@milwaukeecountywi.gov
 Interim Corporation Counsel
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 CC9EF-F9B93584B5

Using IP Address: 204.194.251.5

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 Signed: 1/24/2017 6:18:02 AM

Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Notary Events		Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	1/24/2017 6:16:22 AM
Signing Complete	Security Checked	1/24/2017 6:18:02 AM
Completed	Security Checked	1/24/2017 6:18:02 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

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From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: plee@milwcnty.com

To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP

	1.1 settings via proxy connection
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** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

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- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.



Milwaukee County
Office of the Comptroller, Audit Services Division
Jail and House of Corrections Health Assessment
Prepared by: Jeanette May, Ph. D., MPH
March 9, 2018

Your success. Accelerated by our experience.



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1. INTRODUCTION

As the U.S. population ages, so does the inmate population. The Urban Institute projects that persons over 50 years of age will comprise 28% of the U.S. inmate population by 2019,¹ and aging inmates will require increased healthcare services. Many correctional facility operators, including Milwaukee County, contract for inmates' healthcare services. Milwaukee County operates two correctional facilities - the jail (**Jail**) and the House of Corrections (**HOC**) - and inmates' healthcare services (**Services**) are provided or coordinated by Armor Correctional Health Services (**Armor**) pursuant to a contract (**Contract**) with Milwaukee County. This report assesses Armor's performance in delivering Services to inmates. The goals of the assessment were to:

1. Determine whether inmates and the County are, in fact, receiving the Services invoiced by Armor;
2. Determine whether the Services rendered by Armor comply with the terms and conditions of the Contract, and with standards (**Standards**) established by the National Commission on Correctional Health Care; and
3. Provide a cursory assessment of electronic health records (EMR) generally, and of Armor's EMR specifically.

The Contract terms and the Standards are referred to collectively as the **Requirements**.

2. METHODOLOGY

The assessment was limited to a retrospective review of health records of services provided to inmates, and did not include any direct observations or any interviews with inmates, Armor employees or County employees. Hence, all findings and conclusions are based solely on the information recorded in the health records. The Jail and HOC were assessed in the aggregate, and were not assessed for difference that may exist between the two.

Selected data was abstracted from the health records of 116 inmates with one or more identified health conditions. Records included all periods of incarceration (aka multiple bookings) for each inmate; the 116 inmates represented 173 bookings and 139 incarcerations. Incarceration for inmates whose records are represented in the sample began on or between the dates of January 1, 2015 and December 31, 2017.

¹ Kim and Peterson, "Aging Behind Bars: Trends and Implications of Graying Prisoners in the Federal Prison System," (September 2014).



The data was analyzed to determine if the Services complied with the Requirements. The population was then stratified by the number of health conditions: one condition, two or three conditions, or four or more conditions. The sample size for each stratum provides a 90% confidence interval with a 19% error band.²

	Jail	HOC
1 Health Condition	25	25
2-3 Health Conditions	23	24
4 or more Health Conditions	20	22
Total Incarcerations	68	71

3. GENERAL FINDINGS AND CONCLUSIONS

The following are general findings and conclusions. Detailed findings and conclusions are listed in item 4, SECTION DETAIL.

- 100% of records reviewed documented care in compliance with the Requirements.
- *Electronic* documentation in the health record was generally timely and appropriate and offered insight into care, health requests and the process followed to offer care to inmates but *paper* documents scanned into the health record were less clear and, at times, illegible.³
- The mental health care tab was inconsistently used.
- Dental services generally met the Requirements but were less timely as needs grew more urgent.
- A new health screener form offers more comprehensive level assessment for the initial health assessment.
- Levels assigned at initial health assessments were generally appropriate, and the timeliness of follow-up care met the Requirements.
- Comprehensive discharge planning was lacking, possibly due to the staff’s lack of awareness of upcoming releases.

² A confidence interval is a range of values so defined that there is a specified probability that the value of a *single* parameter lies within it. An error band depicts the upper and lower confidence bounds for *all* data points on a fitted line within the range.

³ An electronic medical record is used at the Jail and HOC. Most information is entered electronically into the EMR but paper documents are sometimes scanned into the EMR.



4. SECTION DETAIL

Note that references in this section to inmates pertain only to *inmates included in the sample*, as evinced by the data abstracted from their health records.

Part A – Basic Record/Inmate Information

Elements abstracted included:

- ID;
- Facility (Jail or HOC);
- Location;
- Number of conditions; and
- Condition type(s).

Attributes of the Sample Population:

- 82% are male and 18% are female;
- 69% were discharged prior to the abstract, while 31% were in the facility at the time of the abstract;
- 31% received specialty care⁴ during their incarceration;
- 58% of the records included summaries of care rendered offsite, most commonly lists of medications;
- Though conditions were not tracked, it seemed that, anecdotally, the most common health conditions were asthma, hypertension and mental illness such as depression.

Part B – Overall

Elements abstracted included:

- Access to care (JA01);
- Staffing (JC01 – Is access not met due to potential lack of staff);
- Medication (JD02 – Medications are delivered timely and current medications upon admission are continued effectively);
- Hospital and Specialty Care (JD05 – Hospital and specialty care offered and available when needed);
- Emergency services provided (JE08);
- Summary of offsite care (JD05); and
- Discharge planning completed.

⁴ Specialty care means medical care provided by medical specialists that is more complex than is commonly provided by primary care physicians.



Findings and Conclusions:

- 100% of records reviewed indicated the level or process of care appropriate for the identified conditions.
- There was no evidence of insufficient staffing levels (though a record review is not the optimal way to make this determination).
- 100% of records reviewed indicated appropriate and timely medications were offered or received. When inmates refused medication, the most frequent deficiencies in documentation were illegibility and missing information.
- 31% of records reviewed indicated that the inmate received specialty care, most frequently emergency department care and referral to specialists.
- Off-site care and medication lists were well documented.
- There was a noticeable absence of documented discharge planning education for Inmates with serious health needs who were discharged from the facility, possibly due to the staff's lack of awareness of upcoming releases.⁵

Part C – Physical Assessment (JE02 – identify urgent needs, identify known needs, isolate contagious inmates, obtain medical clearance to admit)

Elements abstracted included:

- Intake physical assessment completed;
- Assigned level and justification;
- Appointment completed and guideline met;
- Laboratory tests ordered;
- Assessment for alcohol or other drug abuse (JE08);
- Detoxification, assessment and management (JG06).

Findings and Conclusions:

- 100% of records reviewed indicated that the inmate received an initial physical assessment (the assessment was pending for two inmates).
- The sample by level:
 - Level 0 – 21
 - Level 1 – 37
 - Level 2 – 36
 - Level 3 – 22
 - Total 116

⁵ Standard JE-13 requires that discharge planning be provided to inmates with serious health needs whose release is imminent.



- 89% of records reviewed at levels 1-3 contained justification for the level, while 11% did not.⁶
- 100% of records reviewed met the Requirements for assessing patients in a timely manner (Level 1 within one day, Level 2 within three days, and Level 3 within seven days).
- Laboratory tests were ordered during the first appointment for infectious disease assessment and/or chronic condition baseline. Tests were *not* ordered if the Inmate refused or recently results were and available.
- 100% of records reviewed indicated that inmates were assessed for addiction, and 28 (24%) were started on treatment with an initial flow sheet.

Part D - Mental Health Services

Elements abstracted included:

- Mental health assessment completed;
- Alert/reason;
- Suicide watch (JG05 acute 24/7 observation, non-acute <15 min apart);
- Follow-up; and
- Basic mental health services (JG04).

Findings and Conclusions:

- 100% of records reviewed indicated that inmates were assessed for mental health;
- 9% (11/116) of records reviewed indicated that inmates were put on alert for opiate use or suicide watch;
- 8 % (9/116) of records reviewed indicated that inmates were put on suicide watch and at the time of abstraction all but two were cleared;
- The Requirements for basic mental health services were met for all Inmates but the following items were noted:
 - Several inmates expressed interest in support groups and were put on a waiting list;
 - The *Mental Health Record* component of the EMR was rarely utilized; notes regarding mental health assessments and appointments were recorded in the *Notes* section of the EMR;
 - 3% (4/116) of records reviewed contained behavioral health treatment plans;
 - Mental health-related requests are common, with inmates often repeating the request.

⁶ A more detailed and comprehensive assessment section has been added to the initial screening tool.



Part E – Dental Services

Elements abstracted included:

- Completed/guideline met (JE06 within 14 days); and
- Completed /guideline met (Within twelve months).

Findings and Conclusions:

- 100% of records reviewed indicated that inmates were screened for dental conditions during the initial health assessment;
- The Standards require that an oral screening be conducted within 14 days of admission by a dentist or a trained qualified professional but there is no assurance that the intake screeners are trained in this area (JE06 #2);
- 100% of records reviewed indicated that inmates are examined by a dentist within twelve months of incarceration, as required;
- Standards require that Inmates have timely and immediate access to dental care for urgent or painful conditions but there were three instances where dental related pain went untreated for more than 48 hours.

Part F – Chronic Care

Elements abstracted included:

- Chronic care evidence based orders (JE12);
- Chronic care review of test (JE12);
- Chronic care treatment plans up to date (JE12);
- Chronic care treatment plan shared with inmate (JE12);
- Chronic disease identified and on problem list (JG01);
- Chronic disease plan implemented (JG01);
- Medical diet documented by licensed professional; and
- Healthy lifestyle promoted.

Findings and Conclusions:

- 100% of records reviewed indication that inmates with identified chronic conditions received appropriate care/tests/orders. The Armor EMR has specific tabs for chronic conditions, and note sections that support comprehensive and simple tracking of orders, medications, etc. In addition, each inmate diagnosed with a chronic condition was enrolled in the chronic care clinic and follows a specific protocol.
- Standards require that Inmates receive individual health education and instruction in self-care for their condition. 100% of records reviewed indicated that inmates received basic standardized education, so



the Standard was arguably met, but education was not individualized to the patient's specific conditions. Visit notes in the EMR often recorded more detailed and individualized educational efforts by the provider but on a less consistent basis than the basic education delivered through the health assessment.

Part G – Women's Health Services

Elements abstracted included:

- Contraception offered (JG08);
- Continuity and coordination of care for pregnant inmates (JG09);
- Counseling for pregnant inmates (JG09);
- Prenatal care; and
- Postpartum care.

Findings and Conclusions:

- 21 Inmates included in the abstract sample were female.
- Requirements mandate that women be offered nondirective counseling about pregnancy prevention including access to emergency contraception, and that continuation of contraception be considered for women who are on a method of contraception at intake. There is little evidence that nondirective counseling was offered but all women were queried about current form of birth control and interest in continuing this form.
- Two of the 21 female Inmates (10%) were pregnant. One was quickly transferred and the other received appropriate care based on the Standards, including a special diet, vitamins etc.

Part H – Requests for Healthcare, Grievances

Elements abstracted included:

- Healthcare requests documented (JE07);
- Clinical addressed within 48 hours (JE07);
- Grievances documented;
- Summary of grievances; and
- Actions taken.

Summary:

- 91 inmates (78%) had documented healthcare related requests.
- Requirements mandate that clinically related requests be addressed within 48 hours. Of the 91 requests, 86 (95%) were clinically related and, of those, 83 (97%) were addressed within 48 hours.
- One grievance, regarding alleged excessive force and neglect, resulted in a court case.



5. ELECTRONIC MEDICAL RECORDS

An electronic medical record (EMR) is a digital version of a patient's health record. Like the traditional paper chart, EMRs contain the patient's medical history, and is used primarily by healthcare practitioners for diagnosis and treatment. EMRs can improve quality of care by enhancing the practitioner's ability to track data over time, and identifying patients who are due for visits and screenings. Eight key functions of an EMR include:⁷

1. Access to patient information such as diagnosis, allergies, lab results and medications;
2. Access to new and past test results among providers in multiple care settings;
3. Computerized order entry;
4. Computerized decision-support systems to prevent drug interactions and improve compliance with best practices;
5. Secure electronic communication among providers and with patients;
6. Patient access to health records, disease management tools, and health information resources;
7. Computerized administration processes such as scheduling; and
8. Standards-based electronic data storage and reporting for patient safety and disease surveillance efforts.

Correctional EMRs are important for several reasons:

1. Timely sharing of information is essential for the inmate population;
2. Inmate populations are aging and, as a result, is sicker with high rates of health problems, mental health issues and substance use disorders;
3. Inmate populations are transient and continuity of care back into the community is essential given the profile of this population. For example, inmates released represent 17% of the total AIDS population, 13-19% of the population infected with HIV, 12-16% of the population infected with hepatitis B, 20-32% of those with hepatitis C and 35% of the population with tuberculosis.

While correctional facility use of EMRs is rare,⁸ there are many advantages to using health information technology to store and use inmate health information. Overall, correctional-focused EMRs should be:

- Simple to use;
- Unified;
- Uniform;
- Easily accessible by authorized personnel;
- Able to produce hard copies upon request;
- Able to give medical staff quick access to previous booking records; and

⁷ Institute of Medicine, "Key Capabilities of an Electronic Health Record System," P. Tang, M. Coye, et al., (2003).

⁸ Damberg, et al., "A Review of Quality Measures used by State and Federal Prisons," in *Journal of Correctional Health Care*, Vol. 17(2), (April 2011).



- Designed to reduce human error and enhance clinical outcomes.

Armor's EMR meets healthcare providers' needs for information capture and retrieval.

6. CONCLUSION

Based on the foregoing, it appears that Inmates are receiving appropriate care in compliance with the Requirements. Due to the limitations of the methodology, this conclusion may be drawn only at the highest level and, for that reason, abstracts are often followed by a sample case review. In this instance, however, there is no evidence to suggest that such a case review is necessary but, as with assessments, there are opportunities for improvement and those have been included throughout this report.





Milwaukee County

Michael Hafemann • Superintendent

08-15-2018

Jennifer Folliard
Director of Audits
Milwaukee County Office of the Comptroller
Audit Services Division

Dear Ms. Folliard;

Please accept this correspondence as the Milwaukee County House of Correction (HOC) response to the audit report submitted by your office regarding the inmate Medical and Mental Health Programs at the Milwaukee County Jail and HOC. The HOC response has two components:

- The first part lists or provides items of clarification the HOC desires to have included in or attached to the audit report; and,
- The second part provides responses to the 18 recommendations contained with the audit report.

Sincerely;

Michael Hafemann, Superintendent
Milwaukee County House of Correction

Clarifications

Page 5 – An RFQ will be released/posted prior to the end of August, 2018, to identify individuals or entities that can fulfill and address the requirements and job tasks of a contract manager with clinical expertise. The RFQ process will be administered by the Department of Administrative Services Procurement Division in collaboration with the HOC and Sheriff's Office.

Page 5 – RE: Medication pass at the Milwaukee County Jail resulted in numerous observations: The HOC does not have the authority to change policy or procedural issues at the Milwaukee County Jail.

Page 6 – Section 12.26 peer review - Armor informed HOC fiscal staff that they have performed peer reviews by their Chief and Associate Chief Medical Officers.

Page 6-7 – Grievance Data/Different Co-pays: The HOC, CJF and Armor all use different grievance data bases. In 2018, the CJF and the HOC will be utilizing an electronic grievance data base system, which will assist in grievance accuracy and in streamlining the grievance medical process.

In 2018, the CJF has committed to reduce their inmate co-pay to \$7.50. The disparity in co-pay amounts have been the source of many inmate grievances. The standardization of co-pays at both facilities will assist in inmate grievance reduction.

Page 7 – Clarification - To be clear, the audit should say spot checking of staffing reports rather than invoices. The paragraph below does state “to spot check the staffing...” Further within the paragraph it says invoices which should also instead state staffing reports because the invoice is typically just a one-line monthly amount, so it really is the staffing report that needs to be verified for accuracy. This change from invoice to staffing report should be made on the Summary sheet for the audit and on Page 45, as well.

- The same paragraph states some invoices submitted by Armor failed to display itemized paid time off or overtime. The HOC would like to clarify that the staffing reports have been enhanced over the term of the contract, and since January 2017 the staffing reports have itemized paid time off and overtime.
- The same paragraph states that the staffing matrix was not reviewed by a programmatic staff member who could provide a review based upon knowledge within the secure portion of the facility of staffing levels. The HOC would like to clarify that on occasion a programmatic staff member at the HOC was consulted when the HOC’s fiscal staff had a question on the staffing report that they thought the programmatic member might be able to better address.

Page 13 Clarification – The HOC notes that the contract language does authorize Armor to utilize higher credentialed staff to fill in for lesser credentialed staff. The HOC informed Armor of the fact that certain positions were consistently under 95%.

Page 19 Rebuttal – The HOC does have a written procedure (interim guidance) to systematically review the monthly staffing reports. However, it is not in a formal policy format.

Page 20 Clarification – Point 4. The HOC has conducted cost analyses, so the statement should read: “Another cost analysis should be conducted” or “An updated cost analysis should be...”

Page 6 & Page 40 Clarification – For further edification, the primary issue with the copay for the HOC is not the amount being charged, but rather inmates questioning if they should have been charged or not.

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Page 6 & Page 40 Clarification – For further edification, the primary issue with the copay for the HOC is not the amount being charged, but rather inmates questioning if they should have been charged or not.

Page 45 Clarification – As stated above regarding Page 7, replace invoice with staffing reports. Also, same clarifications about use of programmatic staff member and the enhancement of staffing reports to include overtime and paid time off since 2017.

Page 45 Clarification – The intake screening issues only involve processes at the County Jail.

Responses to Recommendations

Page 14 Recommendation 1. – The RFP process and a contract with the same or different vendor will be completed and agreed to prior to the end of 2018. As recently as January 2017, additional penalties were added, so the HOC is confident the contract negotiation process will explore and negotiate additional staffing withholds, if the selected vendor does not meet staffing levels. This process will be completed by a negotiation team comprised of DAS Procurement, HOC and Sheriff’s Office personnel.

Page 16 Recommendation 2. – Although pool and agency staff are used, many pool and agency staff have been retained at the CJF and HOC for over 6 months. The audit report fails to correlate pool and agency staff with substandard inmate care. Once retained the contract manager with clinical expertise (individual or entity) will be tasked with completing an analysis to assess the impact, if any, on quality of care while using pool or agency staff.

Page 19 Recommendation 3. – The current written interim guidance regarding procedures for substituting positions will be reformatted, numbered and incorporated into the HOC manual of policies and procedures. As soon as a vendor has been selected and the contract stipulations negotiated and agreed to, this task will be addressed by the contract monitor and the administrative staff of the HOC. Input from the Sheriff’s Office will be obtained during this process.

Page 20 Recommendation 4. - The RFP process and a contract with the same or different vendor will be completed and agreed to prior to the end of 2018. The contract negotiation process will explore and negotiate additional staffing withholds, if the selected vendor does not meet staffing levels. This process will be completed by a negotiation team comprised of DAS Procurement, HOC and Sheriff’s Officer personnel.

Page 25 Recommendation 5. - The HOC and CJF are operationally very fluid and dynamic. This means there is a need to move/reassign medical and mental health staff between the two facilities, daily, based on the need and inmate population. Oversight of staffing at both facilities should fall under a contract manager, with clinical expertise. Once retained the contract manager with clinical expertise (individual or entity) will be tasked with completing an analysis to determine whether or not having the staffing levels of each position and task and the staffing levels for each facility

would assist in the monitoring of the effectiveness of care provided by the vendor as well as whether not this process will assist fiscal staff in determining potential staffing withholds.

Page 27-31 – RE: Medication pass at the HOC did not result in a need for additional review. Medication pass at the Milwaukee County Jail resulted in numerous observations: The HOC was in compliance with medication distribution standards. The HOC does not have the authority to change policy or procedural issues at the Milwaukee County Jail.

Page 31 Recommendation 6. – Annual in-service training is mandated and provided to all HOC personnel. This training addresses a variety of topics from new procedures/tasks to refresher training in all critical aspects required to ensure the HOC adheres to all State and Federal statutes, administrative codes, case law, County ordinances and the standards promulgated by the National Commission of Correctional Health Care (NCCCHC) and the American Jail Association (AJA). This training has and will continue to include refresher training to provide and ensure all HOC correctional officers are aware of the information required on medical forms prior to signing said forms.

Page 33 Recommendation 7. – An RFQ will be released/posted prior to the end of August 2018, identify individuals or entities that can fulfill and address the requirements and job tasks of a contract manager with clinical expertise. The RFQ process will be administered by the Department of Administrative Services Procurement Division in collaboration with the HOC and Sheriff's Office.

Page 33 Recommendation 8. – Once a vendor is selected, during the contract negotiation process the negotiation team will explore and determine the best practice on how to proceed with the annual peer review process; i.e., either specifically stipulate the Consent Decree Medical Monitor's reports will be used as the annual "peer" review or require the vendor to conduct an annual peer review at the vendor's expense. If the latter (i.e., peer review at the vendor's expense) is determined to be the best practice, specific criteria/stipulations regarding the annual peer review will be incorporated into the contract and operational policies and procedures.

Page 33 Recommendation 9. – The HOC has and continues to develop comprehensive discharge plans for inmates scheduled to be released from custody. A PSW case manager meets with every inmate 30 days prior to their release to develop a discharge or reentry plan. This process involves assisting the subject inmate with a variety of reentry issues, which include continuing medical and/or mental health treatments and medications, housing and connections to other social services – and - enrolling inmates in Badger Care, Medicare and other options available through the Affordable Care Act. The new contract manager once retained will ensure whatever appropriate medical and/or mental health care established in the discharge plan is incorporated into the subject inmate's medical records by the medical/mental health vendor staff.

Page 35 Recommendation 10. – During the contract negotiation process the negotiation team will ensure a contract stipulation – that the vendor shall permit the authorized representatives of the Director of Audits, after reasonable notice, the right to inspect and audit all data and records of the contractor related to carrying out the agreement for a period of up to three (3) years after

completion of the contract - is incorporated into the service contract between the County and selected vender.

Page 37 Recommendation 11. – The audit does not address any issues with inmate booking/medical intake at the HOC. The HOC does not have the authority to change policy or procedural issues at the Milwaukee County Jail. This recommendation is beyond the scope and control of the HOC. However, during the contract negotiation process the Sheriff's Office representative on the contract negotiation team can work with the vendor and negotiation team to determine best practice and whether or not a stipulation regarding the minimum staffing in the County Jail booking area should be incorporated into the final contract between the County and Vendor.

Page 38 Recommendation 12. – During the contract negotiation process the contract negotiation team will work with the selected vendor to determine best practice and the applicable verbiage and process involving the formulary quarterly review (i.e., which entity is response for conducting the review, how the review will be administered, presented and processed).

Page 42 Recommendation 13. – The HOC, CJF and Armor all use different grievance data bases. In 2018, the CJF and the HOC have begun utilizing an electronic grievance data base system, which will assist in grievance accuracy and in streamlining the grievance medical process. Once retained it will be the responsibility of the contract monitor to ensure all entities are following the contractual guidelines regarding inmate grievances. The contract monitor will work directly with the vendor to ensure the vendor's staff are following established guidelines. Any deficiency and/or issues identified by the contract monitor that involve HOC or Sheriff's Office security/correctional personnel will be reported by the contract monitor to the applicable HOC or Sheriff's Office person/position and the HOC or Sheriff's Office person/position will be responsible for addressing the issue with the applicable offending staff member through each entity's corrective action process.

Page 42 Recommendation 14. – This is beyond the control and scope of the HOC to work independently with IMSD. The applicable Sheriff's Office person or entity will need to agree to this process and the need to restrict access to the County's grievance system. We anticipate this issue will be addressed once the contract monitor is obtained and best practice has been determined by the contract monitor, HOC and Sheriff's Office to include exploring alternatives to current practice at both facilities.

Page 43 Recommendation 15. – This is beyond the control and scope of the HOC. Significant issues with Wi-Fi connectivity at the County Jail exist. These issues need to be addressed by IMSD and Sheriff's Office personnel.

Page 46 Recommendation 16. – Since January 2017, Armor has been reporting paid time off in the monthly staffing reports. The HOC will require them to continue this practice. The HOC will continue to confer with programmatic staff when they have questions about a staffing report. A programmatic representative at the jail will need to be identified. Once a compliance manager is hired, they can determine the need for further programmatic review.

Page 46 Recommendation 17. – The HOC will require Armor to submit segregated invoices to enhance tracking by Audit or other personnel rather than tracking internally.

Page 46 Recommendation 18. - The HOC has reviewed check requests and determined that the “Manager” performed at the highest level of accuracy. Therefore, the “Manager” will prepare the Check Requests and ensure sign off by a higher level. Further noting, that a best practice to ensure all County departments are adhering might be to update and strengthen the County’s Check Request policy 7.05 and have Accounts Payable staff review signature authority prior to check issuance.



Richard R. Schmidt
Sheriff

County of Milwaukee
Office of the Sheriff

Exhibit 5

DATE: August 01, 2018

TO: Jennifer L. Folliard, Director of Audits

FROM: Richard R. Schmidt, Sheriff

SUBJECT: Response to document *Improved Staffing Levels from Armor, Assignment of a Dedicated and Experienced Professional Contract Manager along with Contract Revisions Would Improve Inmate Medical Services*, dated August 2018, and conducted by Milwaukee County Office of the Comptroller, Audit Services Division

The Office of the Sheriff has reviewed the *Improved Staffing Levels from Armor, Assignment of a Dedicated and Experienced Professional Contract Manager along with Contract Revisions Would Improve Inmate Medical Services* document as prepared by the Milwaukee County Office of the Comptroller Audit Services Division.

This audit was conducted in response to a request from the Chairman of the Milwaukee County Board of Supervisors. The report sought, in scope, "to assess [Armor Correctional Health Services, Inc.'s] compliance with contract provisions related to the quality of inmate health services. The audit was primarily focused on compliance with the 2017 Armor contract with Milwaukee County."

The Milwaukee County Sheriff's Office would like to thank the Audit Team for their willingness to conduct their examination in a manner that minimized the operational impact on our Detention Services Bureau.

We do realize and acknowledge that this audit focused on Armor's compliance with the 2017 contract, which is administered solely by the Milwaukee County House of Correction, and that Armor is a private vendor working at their direction. We further acknowledge that we have little to no administrative control over the contract. With that being said, we would like to respond to several of the recommendations related to our agency in hopes of improving future inmate health care at both facilities.

Recommendation #5 – The HOC should explore including in future contracts a staffing plan by facility and task to assist in the monitoring of the provision of medical services at each facility. The inmate population threshold provided in the contract should be examined for possible delineation by facility of minimum staffing which allows for additional monitoring and dynamic

staffing decision by both Armor and the HOC. Having the staffing levels of each position and task and the staffing levels for each facility would assist in the monitoring.

In May 2013, the Milwaukee County Sheriff's Office relinquished control of the House of Correction to the County Executive's Office. Since that time the Milwaukee County Jail (MCJ) and House of Correction (HOC) have been working under different leadership, even though we are served by the same vendor for inmate medical services. Along with sharing a vendor for medical services, the MCJ and HOC share contracts for inmate food service, commissary, inmate transportation, and inmate phone service. Additionally, the HOC houses approximately 400 pretrial detainees for the jail due to the jail's size limitations. The approximate 400 pretrial inmates at the HOC are shipped back to the Milwaukee County Jail regularly due to their need to attend regular court appearances.

The fact that both facilities are under different leadership has caused numerous problems, one of which relates directly to this issue and recommendation by the audit team. Disputes between facilities are often related to, but not limited to the following:

- The number of inmates who are to be shipped from the MCJ to the HOC daily. These disputes are related to the MCJ's need to remain in compliance with the population portion of the consent decree requiring that MCJ's inmate population remain under 960. This conflicts with the HOC's desire to reduce overtime. If they take additional inmates, they often have to open another housing unit which creates overtime at the HOC.
- The HOC is under a severe staffing crisis, which could be easily eliminated by a simple transfer of employees from the MCJ to the HOC. The most valuable assets we have are our employees, and they should be shared. This is not possible under the current structure of leadership.
- The criteria for which pretrial inmates are allowed to go to the HOC is in constant flux, which creates a divide between leadership at both facilities.
- There is often confusion by vendors, including Armor, regarding who they report to and how to best treat inmates at both facilities due to the HOC and MCJ having different leadership and different modes of operation. One example of this is the fact that the MCJ was experiencing problems with inmate screenings being conducted in a timely fashion. To correct this issue, the prior Director of Nursing at the HOC was transferred to the MCJ to serve as the new Health Services Administrator (HSA). The HSA at the MCJ was then transferred to the HOC to serve as the HSA there. Although this move helped solve the issue regarding timely booking being conducted at the MCJ, the HOC suffered due to the loss of one of its best staff members.

The problem/recommendation described above could easily be mitigated if the HOC and MCJ worked under one leadership team. If the Sheriff's Office were to regain administrative and operational control of the HOC, there would be consistent oversight of Armor. Both sites would be regarded as equals and the needs of each facility would be examined on a constant basis to ensure that the needs of all inmates at both facilities were met.

I do believe that it is in the best interest of the citizens of Milwaukee County and the inmates at both facilities to have the Sheriff's Office regain control of the House of Correction to ensure that the decisions made in regard to both facilities are not self-serving, but in the best interest of safety and inmate health care.

Recommendation #6 – The Jail and HOC should review what training is provided to all Correctional Officers to ensure they are aware of the information required on medical forms prior to signing any forms and to provide clarity as needed.

This recommendation could easily be addressed if both facilities were under the same leadership and had the ability to conduct uniformed training at both facilities.

Recommendation #9 – The HOC should define what is required from the HOC and the Jail in order for Armor to properly fulfill their obligation and establish a timeline for provision of release of information to Armor. The HOC should also ensure that Armor is providing documentation of Continuation of Care plans in inmates' medical records.

This is another area where common leadership would assist. If the HOC were under the sheriff's control, standardized practices would exist for releases at both facilities, enabling Armor to have standard practices for Continuation of Care at both facilities.

Recommendation #11 – The HOC should explore whether future contracts should require a minimum staffing level in the Booking area such as two RNs per shift as noted above in the language from the Consent Decree and establish policies and procedures on when Armor is allowed to pull staff from booking to deal with issues in other areas.

Based on the current structure with the HOC administering the contract and having a different leadership group than the jail, there would be no concern or priority placed on this by staff that is not affected or impacted by the problems that occur in the booking room at the jail as it relates to the timely screening of inmates. Common leadership at both facilities could be an answer in being able to address this recommendation.

Recommendation #13 – The HOC and Jail staff should work with Armor to ensure that all entities are following the contractual guidelines for grievances and that the data systems contain an accurate reflection of inmate grievances. Once this is achieved, data should be reviewed to see if grievances are linked to shifts in inmate population or staffing vacancies.

The MCJ has recently placed a new captain in charge of inmate grievances. We are working with Armor on a daily basis to ensure that all grievances are not only responded to, but addressed in a timely fashion. A recent quarterly query of inmate grievances provided by Armor did accurately reflect what we had in our database.


Recommendation #15 – The HOC should continue to work with the Jail and Armor to ensure that the lack of Wi-Fi or inconsistent Wi-Fi connectivity does not impact the quality of care for inmates by working to enhance the Wi-Fi system in the jail and establishing policies and procedures at both facilities to establish a workaround when Wi-Fi is unavailable such as the possible use of the “date/time if different” tab in the EMR. Both facilities currently have a plan in place if the entire Wi-Fi system is unavailable.

The Jail currently does not have Wi-Fi, although Milwaukee County IMSD has assured us that they are working on it and stated that it would be fully operational by the beginning of 2019.

Although not an official recommendation in the report, the report does reference the fact that the Milwaukee County Jail charges a fee of \$20.00 per inmate requested medical visit while the HOC charges \$7.50 per visit.

We do realize the confusion that this causes among inmates who are often transferred between facilities. We are working on reducing our co-pay to \$7.50 to be in-line with charges issued at the HOC. This change will take place at the beginning of 2019.

Respectfully Submitted,



Richard R. Schmidt – Sheriff
Milwaukee County Sheriff's Office